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No. 24]

NEW DELHI, SATURDAY, JUNE 17, 1989/JYAISTHA 27, 1911

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as  
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than  
the Ministry of Defence)

गृह मंत्रालय

(आंतरिक सुरक्षा विभाग)

(पुनर्वास प्रभाग)

नई दिल्ली, 11 मई, 1989

MINISTRY OF HOME AFFAIRS

(Department of Internal Security)

(Rehabilitation Division)

New Delhi, the 11th May, 1989

का. प्रा. 1354.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास)  
अधिनियम, 1954 (1954 का 41) की भाग 3 की उपधारा (1)  
द्वारा प्रदत्त शक्तियों का प्रयोग करने हेतु केन्द्रीय सरकार इसके द्वारा शहरी  
विकास मंत्रालय के अधीन भूमि और विकास कार्यालय में संबोधित  
अधिकारी श्री जे. के. त्रिखा को उक्त अधिनियम के अधीन अथवा  
उसके द्वारा प्रबंध अधिकारी को सौंपे गए कार्यों का निष्पादन करने के  
लिए संबोधित अधिकारी के रूप में उनके अपने कार्यालय के अतिरिक्त,  
दिल्ली और नई दिल्ली में सरकार द्वारा निर्मित संपत्तियों हेतु पट्टा  
अथवा हस्तांतरण विच्छेद जारी करने और पट्टा विच्छेदों के बदलने,  
दिल्ली और नई दिल्ली में भूमि के अतिरिक्त टुकड़ों तथा सुधारणा पूल  
के भाग की ऐसी संपत्तियों से जुड़े सुधारणीय क्षेत्रों के आवंटन के संबंध  
में प्रबंध अधिकारी नियुक्त करती है।

[संख्या 1 (2)/विशेष सैल /89 एस. एस. II]  
राजदीप राय, उप सचिव

S.O. 1354.—In exercise of the powers conferred by Sub-  
section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri J. K. Triखा, Settlement Officer in the Land and Development Office under Ministry of Urban Development as Managing Officer for the purpose of performing, in addition to his own duties as Settlement Officer, the functions of a Managing Officer by or under the aforesaid Act in respect of issue of lease or conveyance deeds of Government Built Properties in Delhi and New Delhi and conversion of lease-deeds, allotment of additional strips of land and correctional areas adjoining such properties in Delhi and New Delhi forming a part of the Compensation Pool.

[No. 1(2)/Spl. Cell/89-SS.II]  
KULDIP RAI, Dy. Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 9 मई, 1989

का. भा. 1355—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नागालैंड राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार अधोलिखित अपराधों के अन्वेषण के लिये सम्पूर्ण नागालैंड राज्य पर करती है:-

(क) कोहिमा उत्तर पुलिस थाना नागालैंड पर दिनांक 21-12-88 को पंजीकृत अपराध संख्या 7 (12)/88 के सम्बन्ध में भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 468, 419 तथा 420 के साथ पठित, धारा 120-बी. तथा भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 468, 419 तथा 420 के अधीन दंडनीय अपराध जोकि अवकाश प्राप्त सेना कर्मचारियों के जाली पेंशन कागजात से सम्बन्धित है।

(ख) उपर वर्णित एक या अधिक अपराधों के सम्बन्ध में या उनसे संबन्धित प्रयत्नों, बुद्धेरणों और षड्यंत्रों और उन्हीं तथ्यों से उत्पन्न होने वाले जैसे ही संव्यवहार के अनुक्रम में किये गये किसी अन्य अपराध या अपराधों के सम्बन्ध में अन्वेषण के लिये।

[सं० 228/7/89-ए० बी० सी० (II)]

MINISTRY OF PERSONNEL, P. G. AND PENSIONS

(Department of Personnel and Training)

ORDER

New Delhi, the 9th May, 1989

S.O. 1355.—In exercise of the powers conferred by sub-section (1) of section 5, read with section 6, of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Nagaland, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Nagaland for investigation of offences as hereunder :—

(a) Offences furnishable under section 120-B read with sections 468, 419 and 420 of Indian Penal Code 1860 (Act No. 45 of 1860) and under sections 468, 419 and 420 of Indian Penal Code 1860, (Act No. 45 of 1860) in regard to Crime No. 7(12)/88 dated 21-12-88 registered at Kohima North Police Station, Nagaland, relating to the forging of Pension documents issued/purported to be issued by CDA Allahabad in favour of retired Army personnel.

(b) Attempts, abetments and conspiracies in relation to or in connection with the or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/7/89-AVD. II]

नई दिल्ली, 6 मई, 1989

का. भा. 1356—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के उच्चतम न्यायालय के आदेश, तारीख 4 अप्रैल, 1988 के अधीन रजिस्ट्रीकृत 1987 की रिट याचिका (अपराध) संख्या 117 में भार. सी. 3 (एस)/88 एस. आई. यू.-111 / एस. आई.

सी-1 नई दिल्ली की भारत भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 323, 324, 354, 376, 506 तथा 211 के साथ पठित भारतीय दंड संहिता की धारा 120-ब के अधीन दंडनीय अपराधों और उक्त अपराधों एक ही संव्यवहार के अनुक्रम में किए गए किसी अन्य अपराध के संबंध में या उनसे संबन्धित प्रयत्नों, बुद्धेरणों और षड्यंत्रों के अन्वेषण के लिए उत्तर प्रदेश सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[संख्या 228/13/88-ए. बी. डी. (II)]

New Delhi, the 6th May, 1989

S.O. 1356.—In exercise of powers conferred by sub-section (i) of section 5, read with section 6, of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government, with the consent of the Government of Uttar Pradesh, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for the investigation of offences punishable under section 120-B of Indian Penal Code read with sections 323, 324, 354, 376, 506 and 211 of Indian Penal Code (45 of 1860) and under sections 323, 324, 354, 376, 506 and 211 of Indian Penal Code (45 of 1860) and attempts, abetments and conspiracy in relation to or in connection with the said offences and any other offence committed during the course of the same transaction in RC. 3(S)/88-SIU. III/SIC. I/N. Delhi dated 25-4-88 registered under orders of Supreme Court of India dated 4-4-88 in Writ Petition (Criminal) No. 117 of 1987

[No. 228/13/88-AVD. II]

आदेश

का. भा. 1357.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार, निम्नलिखित अपराधों के अन्वेषण के लिए सम्पूर्ण बिहार राज्य पर करती है :—

(क) भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) के अधीन अपराध।

(ख) उपर वर्णित अपराधों में से एक या अधिक अपराधों के संबंध में उनसे संबन्धित प्रयत्न, बुद्धेरण और षड्यंत्र तथा उन्हीं तथ्यों से उत्पन्न होने वाले जैसे ही संव्यवहार के अनुक्रम में किए गए अन्य अपराध या अपराधों के संबंध में।

[संख्या 228/40/88-ए. बी. डी. (II)]

ORDER

S.O. 1357.—In exercise of the powers conferred by sub-section (1) of section 6, read with section 6, of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government, with the consent of the State Government of Bihar, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for investigation of offences as hereunder :

(a) Offences under Prevention of Corruption Act, 1988 (Act No. 49 of 1988).

- (b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/40/88-AVD.II]

का. प्रा. 1358.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के माय पठित, धारा 5 की उपधारा (I) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मेघालय राज्य सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार, निम्नलिखित अपराधों के अन्वेषण के लिए, संपूर्ण मेघालय राज्य पर करती है :—

(क) भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) के अधीन अपराध।

(ख) उपर वर्णित अपराधों में से एक या अधिक अपराधों के संबंध में उससे संसक्त प्रयत्नों, दुरुपेक्षण और षड्यंत्र तथा उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संघर्षकारक के अनुक्रम में किए गए किसी अन्य अपराध या अपराधों के संबंध में।

[संख्या 228/40/88 ए. बी. डी. (II)]

जी. सीतारामन, अधर सचिव

S.O. 1358.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Meghalaya hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Meghalaya for investigation of offences as hereunder :—

(a) Offences under Prevention of Corruption Act, 1988 (Act No. 49 of 1988).

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/40/88-AVD.II]

G. SITARAMAN, Under Secy.

### वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 12 मई, 1989

का. प्रा. 1359.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की तृतीय अनुसूची में फार्म "क" के साथ संलग्न टिप्पणी (ख) के अंतर्गत निम्नलिखित बैंकों पर, जहाँ तक उनका सम्बन्ध 31 मार्च, 1989 को उनके तुलनपत्रों से है, लागू नहीं होंगे :—

1. आन्ध्रा बैंक
2. बैंक आफ तमिलनाडु लि.

3. सेण्ट्रल बैंक आफ इण्डिया
4. इण्डियन बैंक
5. न्यू बैंक आफ इण्डिया
6. साउथ इण्डियन बैंक लि.

[संख्या 15/2/89—बी. ओ.-III]

### MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 12th May, 1989

S.O. 1359.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to the Form 'A' in the Third Schedule to the said Act shall not apply to the following banks, namely :—

1. Andhra Bank.
2. Bank of Tamilnad Limited
3. Central Bank of India
4. Indian Bank
5. New Bank of India
6. The South Indian Bank Limited

in respect of their balance sheet as at the 31st day of March, 1989.

[No. 15/2/89-B.O. III]

नई दिल्ली, 24 मई, 1989

का. प्रा. 1360.—बैंककारी विनियमन अधिनियम 1949 (1949 का 10) की 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-ख की उपधारा (1) तथा (2) के उपबंध राजस्थान बैंक लि., जयपुर पर 9 अप्रैल, 1989 से 8 जुलाई 1989 तक तीन महीने की अवधि के बास्ते अथवा बैंक के नियमित पूर्णकालिक अध्यक्ष तथा मुख्य कार्यकारी अधिकारी की नियुक्ति तक, इनमें से जो भी पहले हो, लागू नहीं होंगे।

[सं. 15/4/89—बी.ओ. III(i)]

New Delhi, the 24th May, 1989

S.O. 1360.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1) and (2) of section 10-B of the said Act, shall not apply to the Bank of Rajasthan Ltd., Jaipur for a period of three months from 9th April, 1989 to 8th July, 1989 or till the appointment of a regular whole time Chairman and Chief Executive Officer for that bank, whichever is earlier.

[No. 15/4/89-B.O. III(i)]

का.आ. 1361.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10-ख की उप-धारा (9) के उपबन्ध बैंक आफ राजस्थान लि., जयपुर पर 9 अप्रैल, 1989 से 8 जुलाई 1989 तक अथवा बैंक के नियमित अध्यक्ष की नियुक्ति होने तक, इन्में से जो भी पहले हो उस सीमा तक लागू नहीं होंगे, जहां तक बैंक को 4 महीने से अधिक के बास्ते अध्यक्ष एवं मुख्य कार्यपालक अधिकारी का कार्य करने के लिए किसी व्यक्ति को नियुक्त करने की छूट प्राप्त है।

[सं. 15/4/89-बी. ओ. III (ii)]

S.O. 1361.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (9) of section 10-B of the said Act shall not, to the extent they preclude the bank from appointing a person to carry out the duties of a while-time Chairman and Chief Executive Officer beyond a period exceeding four months, apply to the Bank of Rajasthan Ltd., Jaipur from 9th April, 1989 to 8th July, 1989 or till the appointment of a regular whole time Chairman and Chief Executive Officer for that bank whichever is earlier.

[No. 15/4/89-B.O. III(ii)]

का. आ. 1362.—बैंककारी विनियम, अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध, यूनाइटेड बैंक आफ इंडिया, कलकत्ता पर 30 मई, 1990 तक उस सीमा तक लागू नहीं होंगे, जहां तक उसका संबंध गिरवीधार के रूप में मैसर्स भारत शीट मेटल इण्डस्ट्रीज लि. के शेयरों की उनकी धारिता से है।

[संख्या 15/8/87-बी ओ-III]

प्राण नाथ, अव्वर सचिव

S.O. 1362.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to the United Bank of India, Calcutta upto 30th May, 1990 insofar as they relate to its holding of the shares of M/s. Bharat Sheet Metal Industries Ltd., as pledgee.

[No. 15/8/87-B.O.III]

PRAN NATH, Under Secy.

नई दिल्ली, 26 मई, 1989

का. आ. 1363.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा II की उप-धारा (1) के प्रावधान, बासोदा नागरिक सहकारी बैंक लि., बासोदा (मध्य प्रदेश) को इस अधिसूचना के राजपत्र में प्रकाशित होने की तारीख से 31 मार्च, 1990 तक की अवधि के लिए लागू नहीं होंगे।

[सं. 6-2/89-ए. सी.]

प्रवीण कुमार तेजयान, अव्वर सचिव

New Delhi, the 26th May, 1989

S.O. 1363.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949

(10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (i) of Section 11 of the said Act shall not apply to the Basoda Nagrik Sahakari Bank Ltd., Basoda (M.P.) for the period from the date of publication of this notification in the Gazette of India to 31st March, 1990.

[No. F. 6(2)/89-AC]

P. K. TEJYAN, Under Secy.

केन्द्रीय उत्पाद एवं सीमा शुल्क समाहृतलय

अधिसूचना सं. 61/89

इन्दौर, 13 अप्रैल, 1989

का.आ. 1364.—समाहृतलय केन्द्रीय उत्पाद शुल्क, इन्दौर के श्री के. सी. बग्गा, अधीक्षक समूह "ख" निवर्तन आयु प्राप्त करने पर शासकीय सेवा से सेवा निवृत्त दिनांक 31-3-89 को अपरान्त में हो गए।

[प. सं. 11(3)/8-गोप/89]

CENTRAL EXCISE COLLECTORATE

Notification No. 61/1989

Indore, the 13th April, 1989

S.O. 1364.—Shri K. C. Bagga, Superintendent, Central Excise Group 'B' of Indore Collectorate having attained the age of Superannuation retired from Government service on 31-3-1989 (A/N).

[C. No. II(3)/8-Con/89]

अधिसूचना सं. 62/89

का.आ. 1365.—समाहृतलय केन्द्रीय उत्पाद शुल्क, इन्दौर के श्री भार. के. तिवारी अधीक्षक समूह "ख" निवर्तन आयु प्राप्त करने पर शासकीय सेवा से सेवा निवृत्त दिनांक 31-3-89 को अपरान्त में हो गए।

[प. सं. 11(3) गोप-8/89]

आलोकूष्ण अग्रवाल, समाहर्ता

Notification No. 62/1989

S.O. 1365.—Shri R. K. Tiwari, Superintendent, Central Excise, Group 'B' of Indore Collectorate having attained the age of superannuation retired from Government service on 31-3-1989 (A/N).

[C. No. II(3)/8-Con/89]

B. K. AGARWAL, Collector

### वाणिज्य मंत्रालय

मुख्य निर्यातक, आयात-निर्यात का कार्यालय

आदेश

नई दिल्ली, 16 मई, 1989

का. आ. 1366.—मैसर्स हिन्दुस्तान फर्टीलाइजर्स कारपोरेशन लि. (नामरूप-3 एक्सटेंशन) "मधुषन", 55, मेहता प्लेस, नई दिल्ली-19 को कृषि मंत्रालय उर्वरक विभाग द्वारा रिलीज की गई विदेशी मुद्रा के अन्तर्गत संलग्न सूची के अनुसार पूंजीगत माल की मशीनरी के आयात के लिए 1,30,00,000-रुपए (एक करोड़ तीस लाख रुपए मात्र) के लिए एक आयात लाइसेंस सं. आई/सी जी/2042282 दिनांक 19 अगस्त, 1987 दिया गया था।

2. फर्म ने उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुमति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क प्रयोजन प्रति खो गई/अस्थानस्थ हो गई है। आगे यह भी कहा गया है कि लाइसेंस की सीमाशुल्क प्रयोजन प्रति सीमाशुल्क समाहर्ता कालकत्ता के पास पंजीकृत करवाई गई थी और उसका बिल्कुल भी उपयोग नहीं किया गया था।

3. अपने नुक़ के समर्थन में लाइसेंसधारी ने, नोटरी पब्लिक केन्द्र शासित प्रदेश दिल्ली के मामले विधिज्ञ शपथ लेकर स्टाम्प कागज पर एक शपथ-पत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि आयात लाइसेंस सं. आई/सी जी/2042282 दिनांक 19-8-87 की मूल सीमाशुल्क प्रयोजन प्रति फर्म द्वारा खो गई/अस्थानस्थ हो गई है। यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उपधारा 9(गग) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैंसे हिन्दुस्तान फर्टिलाइजर कार्पोरेशन लि., नई दिल्ली-19 को जारी किए गए आयात लाइसेंस सं. आई/सी जी/2042282 दिनांक 19-8-87 की उस मूल सीमाशुल्क प्रयोजन प्रति को एनडू द्वारा रद्द किया जाता है।

4. उक्त आयात लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुमति प्रति पार्टी को प्रयोग में आने की जा रही है।

[मि. सं. सी. जी.-2/सी एण्ड एफ-16/87-88]

बी. आर. अहीर, उप मुख्य नियंत्रक, आयात-निर्यात

#### MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports)

#### ORDER

New Delhi, the 16th May, 1989

S.O. 1366.—M/s. Hindustan Fertilizer Corporation Ltd., (Namrup-III Expansion) "Madhuban", 55, Nehru Place, New Delhi-19 were granted an Import Licence No. I/CG/2042282 dated 19th August, 1987 for Rs. 1,30,00,000 (Rupees One Crore and thirty lakhs only) for import of Capital Goods machinery as per list attached under foreign exchange released by the Ministry of Agriculture, Department of Fertilizers.

2. The firm has applied for issue of Duplicate Copy of Customs Purposes Copy of the above mentioned licence on the ground that the original Customs Purposes Copy of the Licence has been lost/misplaced. It has further been stated that the Customs Purposes Copy of the licence was registered with Collector of Customs, Calcutta and totally unutilized.

3. In support of their contention, the Licensee has filed an affidavit on stamp paper duly sworn in before a Notary Public, U. T. Delhi I am accordingly satisfied that the original Customs Purposes Copy of Import Licence No. I/CG/2042282 dt. 19th August, 1987 has been lost/misplaced by the firm. In exercise of the powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Customs Purposes Copy No. I/CG/2042282 dated 19th August, 1987 issued to M/s. Hindustan Fertilizer Corporation Ltd., New Delhi-19 is hereby cancelled.

4. A duplicate Customs Purposes Copy of the said Import Licence is being issued to the party separately.

[F. No. CGII/C&F-16/87-88/251]

B. R. AHIR, Dy. Chief Controller of Imports & Exports

#### उद्योग मंत्रालय

(लोक उद्यम विभाग)

नई दिल्ली, 19 मई, 1989

का. आ. 1367.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों को श्रेयस्वली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 16 अक्टूबर, 1982 में प्रकाशित भारत सरकार के भूतत्त्व भारी उद्योग विभाग की अधिसूचना सं. का. आ. 3569 तारीख 29 सितम्बर, 1982 में निम्नलिखित संशोधन करता है, अर्थात्:—

उक्त अधिसूचना में,—

"उप प्रबन्धक (वेतन और लेखा)"

शब्दों के स्थान पर "नगर प्रशासक" शब्द रखे जाएंगे।

[फा. सं. 14(20)/82-पी ई-XI]

#### MINISTRY OF INDUSTRY

(Department of Public Enterprises)

New Delhi, the 19th May, 1989

S.O. 1367.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendment in the notification of the Government of India, in the erstwhile Ministry of Industry (Department of Heavy Industry), No. S.O. 3569, dated the 29th September, 1982 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 16th October, 1982, namely:—

In the said notification, for the words, brackets and letters "Deputy Manager (P&A)", the words "Township Administrator" shall be substituted.

[F. No. 14(20)/82-PE.XI]

का. आ. 1368.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों को श्रेयस्वली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 7 अगस्त, 1982 में प्रकाशित भारत सरकार के भूतत्त्व भारी उद्योग विभाग की अधिसूचना सं. 2830 तारीख 19 जुलाई, 1982 में निम्नलिखित संशोधन करता है, अर्थात्:—

उक्त अधिसूचना में,—

"प्रबन्धक (प्रशासन)"

शब्दों के स्थान पर "नगर प्रशासक" शब्द रखे जाएंगे।

[फा. सं. 14(20)/82-पी ई XI]

S.O. 1368.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendment in the notification of the Government of India, in the erstwhile Ministry of Industry (Department of Heavy Industry), No. S.O. 2830, dated the 19th July, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 7th August, 1982, namely:—

In the said notification, for the words "Manager Administration", the words "Township Administrator" shall be substituted.

[F. No. 14(20)/82-PE.XI]

का. आ. 1369.—केन्द्रीय सरकार, सरकारी स्थान (अप्रामादित अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 20 फरवरी, 1982 में प्रकाशित भारत सरकार के भूतत्पूर्व भारी उद्योग विभाग की अधिसूचना सं. 658 तारीख 6 फरवरी, 1982 में निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में,—

“उप प्रबन्धक (वित्त)”

शब्दों के स्थान पर “नगर प्रशासक” शब्द रखे जाएंगे।

[फा. सं. 14(20)/82-पी ई XI]

S.O. 1369.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendment in the notification of the Government of India, in the erstwhile (Department of Heavy Industry), No. S.O. 658, dated the 6th February, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 20th February, 1982, namely :—

In the said notification for the words and brackets “Deputy Manager (Finance)”, the words “Township Administrator” shall be substituted.

[F. No. 14(20)/82-PE.XI]

का. आ. 1370.—केन्द्रीय सरकार, सरकारी स्थान (अप्रामादित अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 7 अगस्त, 1982 में प्रकाशित भारत सरकार के भूतत्पूर्व भारी उद्योग विभाग की अधिसूचना सं. का. आ. 2831 तारीख 19 जुलाई, 1982 में निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में,

“उप प्रबन्धक (वेतन और सेवा)”

शब्दों के स्थान पर “नगर प्रशासक” शब्द रखे जाएंगे।

[फा. सं. 14(20) 82-पी ई XI]

S.O. 1370.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendment in the notification of the Government of India, in the erstwhile Ministry of Industry, Department of Heavy Industry, No. S.O. 2831, dated the 19th July, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 7th August, 1982, namely :—

In the said notification, for the words, brackets and letters “Dy. Manager (P&A)”, the words “Township Administrator” shall be substituted.

[F. No. 14(20)/82-PE.XI]

का. आ. 1371.—केन्द्रीय सरकार, सरकारी स्थान (अप्रामादित अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 15 मई, 1982 में प्रकाशित भारत सरकार के भूतत्पूर्व भारी उद्योग विभाग की अधिसूचना सं. का. आ. 1773 तारीख 19 अप्रैल, 1982 में निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिसूचना में,—

“उप प्रबन्धक (सिविल)”

शब्दों के स्थान पर “नगर प्रशासक” शब्द रखे जाएंगे।

[फा. सं. 14(20)/82-पी ई XI]

एम. पी. गुप्ता, उप सचिव

S.O. 1371.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendment in the notification of the Government of India, in the erstwhile Ministry of Industry, (Department of Heavy Industry), No. S.O. 1773, dated the 29th April, 1982, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 15th May, 1982, namely :—

In the said notification, for the words and brackets “Dy Manager (Civil)” the words “Township Administrator” shall be substituted.

[F. No. 14(20)/82-PE.XI]

M. P. GUPTA, Under Secy.

## ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 15 मई, 1989

का. आ. 1773.—केन्द्रीय सरकार को यह प्रतीत होता है कि इनके उद्देश्य अनुषंग में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आणय की सूचना देती है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1(ई) III जे.जे. धार/437—1088, तारीख 22 अक्टूबर, 1988 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग) कोयला स्टेट, सिविल लाईन्स नागपुर-440001 (महाराष्ट्र) को कार्यालय में या कलकत्ता, यवतमाल (महाराष्ट्र) के कार्यालय में अथवा कोयला नियंत्रक, 1, कार्जिस हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

उस अधिसूचना के अधीन आने वाली भूमि में हितवश मभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से सبعة दिन के भीतर राजस्व अधिकारी, वेस्टर्न कोलफील्ड्स लिमिटेड, कोयला एस्टेट, सिविल लाईन्स नागपुर 440001 को भेजेंगे।

अनुसूची  
पीम गांव क्लाब  
वनी क्षेत्र  
जिला यवतमाल

जिला यवतमाल (महाराष्ट्र)

क्रम सं. ग्राम का नाम	पटवारी सर्किल सं.	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1 2	3	4	5	6	7
1. चिचौला	19	मारेगांव	यवतमाल	55.00	भाग
2. पठारी	19	"	"	78.00	"
3. पंधारकवाडा	19	"	"	360.00	"
4. खाडकी	10	"	"	12.00	"
5. बडगांव	10	"	"	25.00	"
6. किन्हावा	11	"	"	65.00	"
7. कन्हव गांव	11	"	"	60.00	"
8. देवावा	20	"	"	10.00	"
9. पहावाल	20	"	"	160.00	"
10. पीसगांव	19	"	"	310.00	"
11. मालेवाडी	19	"	"	15.00	"
12. बोडी (खर्द)	20	"	"	35.00	"
				कुल क्षेत्र : 1185.00 हेक्टर (लगभग)	
				या 2928.25 एकड़ (लगभग)	

सीमा वर्णन

- क—ख रेखा बिन्दु "क" से आरम्भ होती है और ग्राम देवावा, पहावाल और बोडी (खर्द) से होकर जाती है और बिन्दु "ख" पर मिलती है।
- ख—ग रेखा ग्राम बोडी (खर्द), पीसगांव, मालेवाडी, पठारी से होकर जाती है और बिन्दु "ख" पर मिलती है।
- ग—घ रेखा ग्राम पठारी, चिचौला, खाडकी ग्रामों से होकर जाती है और बिन्दु "घ" पर मिलती है।
- घ—ङ रेखा, खाडकी, पहा ककवाडा, बडगांव, किन्हावा, कन्हवगांव, देवावा ग्रामों से होकर जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/1/89 एन. एम डब्ल्यू.]

## MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 15th May, 1989

S.O. 1372.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-1(E)III/JJR/427-1088 dated the 22nd October, 1988 of the area covered by this notification can be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) or at the office of the Collector, Yavatmal (Maharashtra) or at the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur 440001 within ninety days from the date of publication of this notification.

SCHEDULE  
PISGAON BLOCK  
WANI AREA  
DISTRICT YAVATMAL (MAHARASHTRA)

Serial number	Name of the village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1	2	3	4	5	6	7
1.	Chinchala	19	Maregaon	Yavatmal	55.00	Part
2.	Pathari	19	Maregaon	Yavatmal	78.00	Part

1	2	3	4	5	6	7
3.	Pandharkawada	19	Maregaon	Yavatmal	360.00	Part
4.	Khadaki	10	Maregaon	Yavatmal	12.00	Part
5.	Wadgaon	10	Maregaon	Yavatmal	25.00	Part
6.	Kinhala	11	Maregaon	Yavatmal	65.00	Part
7.	Kanhalgaon	11	Maregaon	Yavatmal	60.00	Part
8.	Dewala	20	Maregaon	Yavatmal	10.00	Part
9.	Pahapal	20	Maregaon	Yavatmal	160.00	Part
10.	Pisgaon	19	Maregaon	Yavatmal	130.00	Part
11.	Bhalewadi	19	Maregaon	Yavatmal	15.00	Part
12.	Bori (Khurd)	20	Maregaon	Yavatmal	35.00	Part

Total area : 1185.00 Hectares  
(approximately),  
or  
2938.25 acres  
(approximately).

#### Boundary description :

A—B : Line starts from point 'A' and passes through villages Dewala, Pahapal and Bori (Khurd) and meets at point 'B'.

B—C : Line passes through villages Bori (Khurd), Pisgaon, Bhalewadi, Pathari and meets at point 'C'.

C—D : Line passes through villages Pathari, Chinchala, Khadaki and meets at point 'D'.

D—A : Line passes through villages Khadaki, Pandharkawada, Wadgaon, Kinhala, Kanhalgaon, Dewala and meets at starting point 'A'.

[No. 43015/1/89-LSW]

का. आ. 1373—केन्द्रीय सरकार को यह प्रतीत होता है कि हमसे उपाखण्ड अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अनः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस क्षेत्र में कोयला का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. का निरीक्षण, साउथ ईस्टर्न कोयलीन्ड्स लि. (राजस्व अनुभाग) सीपत रोड, बिलासपुर 495001 के कार्यालय में अथवा कलकट्टर मूरजपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवश सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों का, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नव्ये दिन के भीतर महायुक्त संघदा प्रबंधक साउथ ईस्टर्न कोयलीन्ड्स लि. सीपत रोड, बिलासपुर को भेजेंगे।

अनुसूची

गिरजापुर ब्लॉक

बेकटपुर क्षेत्र

जिला—मरगुजा (मध्य प्रदेश)

रेखांक सं. एम्. ई. सी. एल बी एस. पी. (प्र.जे)

नं० : 33, तारीख 12 दिसम्बर, 1988

राजस्व भूमि:

प्रवेक्षण के लिए अधिसूचित भूमि

क्रम सं.	ग्रामा का नाम	पट्टवारी हल्का सं.	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणिया
1.	खाड	27	बेकटपुर	मरगुजा	165.890	भाग
2.	तैमारी	27	"	"	51.976	भाग
3.	मोरगा	27	"	"	30.025	भाग
4.	बड़गा	8	मूरजपुर	"	22.636	भाग

योग 273.527 हेक्टर (लगभग)



वनभूमि :

क्र सं कपाटमेंट सं.

1. 472,473,474,475,479(भाग)	बैकठपुर	कोरिया	409.807	—
2. 215,217,218, 219(भाग) 220	सूरजपुर	वक्षिण सरगुजा	589.086	—
				998.893 हेक्टर
				कुल योग : 1272.420 हेक्टर (लगभग)
				या
				3144.149 एकड़ (लगभग)

सीमा वर्णन

क--ख--ग रेखा बडसारा और खोंड ग्रामों की सम्मिलित सीमा पर बिन्दु "क" से प्रारम्भ होती है और खोंड, सोरगा और तैमारी ग्रामों से होकर जाती है और बिन्दु "ग" पर मिलती है।

ग--घ--ङ रेखा प्रारक्षित वन से होकर जाती है और तहसील सीमा में बिन्दु

छ--ज "ज" पर मिलती है।

ज--झ ट--क रेखा प्रारक्षित वन से होकर जाती है फिर ग्राम बटसारा से होकर जाती है और प्रारम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/2/89 एल. एस. डक्यू]  
बी. वी. राव, सचिव

S.O. 1373. Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the areas covered by this notification can be inspected at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495001 or at the office of the Collector, Surguja (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub section (7) of section 13 of the said Act to the Assistant Estate Manager, South Eastern Coalfields Limited, Seepat Road, Bilaspur within ninety days from the date of publication of this notification in the Official Gazette.

## SCHEDULE

Girijapur Block

Baikunthpur Area

District-Surguja (Madhya Pradesh)

Plan No. SECL : BSP : GM(PROJ) : LAND : 33  
dated : 12th December, 1988  
(Showing land notified for prospecting)

## Revenue land

Serial number	Name of the village	Patwari Halka number	Tahsil	District	Area in Hectares	Remarks
1	2	3	4	5	6	7
1. Khond		27	Baikunthpur	Surguja	165.890	Part.
2. Temari		27	Baikunthpur	Surguja	54.976	Part.
3. Soraga		27	Baikunthpur	Surguja	30.025	Part.
4. Badsara		8	Surajpur	Surguja	22.636	Part.
Total :					273.527	hectares

Forest land					
Serial number	Compartment number	Range	Division	Area in hectares	Remarks
1	2	3	4	5	
1. 472, 473, 474, 475, 479(P)		Baikunthpur	Korea	409.807	---
2. 215, 217, 218, 219(P), 220		Surajpur	South Surguja	589.086	---
				998.893 Hectares	
			Grand Total :	1272.420	hectares (approximately)
				OR	
				3144.149 Acres	(approximately).

## Boundary description :

- A—B—C Line starts from point 'A' on the common boundary of village Baisara and Khond and passes through villages Khond Soraga and Temari and meets at point 'C'.
- C—D—E Line passes through reserved forest and meets in the Tahsil boundary at point 'H'.
- H—I—J Line passes through reserved forest and then through village Badage Badsaa and meets at the starting point 'A'.
- K—A

[No. : 43015/2/89-LSW]  
B.B. RAO, Under Secy.

## खाद्य एवं नागरिक पूर्ति मंत्रालय

(नागरिक पूर्ति विभाग)

नई दिल्ली, 16 मई, 1989

का. भा. 1374.—अग्रिम संविदा (विनियमन) अधिनियम, 1952 (1952 का 74) के खण्ड 3 के उप खंड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा नागरिक पूर्ति विभाग में आर्थिक सलाहकार डा. टी. एन. जैतली को वायदा बाजार आयोग के एक सदस्य के रूप में नियुक्त करती है तथा श्रीमती शान्ता शास्त्री के स्थान पर उन्हें अपनी मौजूदा शक्तियों के अलावा आयोग का अध्यक्ष भी नामित करती है। श्रीमती शान्ता शास्त्री 11-5-1989 से 7-7-1989 तक छुट्टी पर जा रही हैं तथा उन्हें अपनी छुट्टी के शेष 8 व 9 जुलाई 1989 को, अवकाश होने के कारण, छुट्टी में जोड़ने की अनुमति दी गई है।

[मिसिल सं. ए-17011/4/87—प्रशा. - II]

प्रो. पी. खेतपाल, अवतराधिक

भारतीय मानक ब्यूरो

नई दिल्ली, 27 अप्रैल, 1989

का. भा. 1375.—भारतीय मानक ब्यूरो विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में यह अधिसूचित किया जाता है कि लाईसेंस संख्या सीएम एल-1110315 जिसका विवरण नीचे दिया गया है, को फार्म द्वारा लाईसेंस में रुचि न रखने के कारण दिनांक 1988 06-29 से रद्द कर दिया गया है।

## अनुसूची

लाईसेंस संख्या तथा दिनांक	लाईसेंसधारी का नाम व पता	रद्द लाईसेंस के अन्तर्गत वस्तु प्रथम	सम्बद्ध भारतीय मानक
1	2	3	4
सी एम एल-1110315 1982-08-21	में. टाटा योबोगवा लिमिटेड, टाटा कामप्लेक्स गामेरिया, बिह्रमम कार्यालय एकम एल आर आई कम्प्यूटर सेंटर जमशेदपुर	संरचना इस्पात में बेल्लन के लिए डलवा बिल्लेट और हंगट और सतत डलवा बिल्लेट (मानक किस्म)	IS 6914-1978 संरचना इस्पात में बेल्लन के लिए डलवा बिल्लेट और हंगट और सतत डलवा बिल्लेट की विशिष्टि (मानक किस्म) प्रथम पृथरीक्षण

[सी एम बी/55/1110315]  
कि. रा. परमेश्वर, महानिदेशक

## MINISTRY OF FOOD &amp; CIVIL SUPPLIES

(Department of Civil Supplies)

New Delhi, the 16th May, 1989

S.O. 1374.—In exercise of the powers conferred by Sub-Section (2) of Section 3 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952), the Central Government hereby appoints Dr. T. N. Jaitle, Economic Adviser in the Department of Civil Supplies, as a Member of the Forward Markets Commission and also nominate him to be the Chairman of that Commission, vice Smt. Shanta Shastry proceeding on leave w.e.f. 11-5-1989 to 7-7-1989, with permission to suffix 8th and 9th July, 1989 being holidays, in addition to his present duties.

[File No. A-17011/4/87-Est.II]

O. P. KHETRAPAL, Under Secy.

## BUREAU OF INDIAN STANDARDS

New Delhi, the 27th April, 1989

S. O. 1375.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of India Standards, Regulation 1988, it is hereby, notified that the licence No. CM/L-1110315 particulars of which are given below has been cancelled with effect from 1988-06-29 on account of firm's request not to continue the licence.

## SCHEDULE

Licence No. & Date	Name and Address of the licensee	Article/Process Covered by the licence Cancelled	Relevant Indian Standards
1	2	3	4
CM/L-1110315 1982-08-21	M/s. Tata Yodogawa Ltd., Tata Complex, Cameria, Singhbhum having their office at : XLR Computer Centre, Jamshedpur.	Cast billet ingots and continuously cast billets for rolling into struc- tural steel (standard quality).	IS : 6914---1978 Specification for cast billet ingots and conti- nuously cast billets for rolling into structural steel (standard quality). (first revision).

[CMD/55 : 1110315]

K.R. PARMESVAR, Director General

## कृषि मंत्रालय

(ग्रामीण विकास विभाग)

विपणन एवं निरीक्षण निदेशालय

फरीदाबाद, 11 मई, 1989

का. आ. 1376--मं. भो. पी. बिहारी, कृषि विपणन सलाहकार, भारत सरकार शांतिनगर आदेश 1980 (यथासंशोधित) की धारा 2(एच) के अंतर्गत प्रथम अधिकारों का प्रयोग करने हुए नई दिल्ली/बम्बई/मद्रास/कलकत्ता/गुंटूर में स्थित विपणन एवं निरीक्षण निदेशालय के क्षेत्रीय कार्यालयों के प्रभारी या कृषि विपणन सलाहकारों या क्षेत्रीय कार्यालयों के प्रभारी के रूप में अधिकृत नियुक्त किसी भी अधिकारी को इस आदेश के अर्धीन अनुज्ञप्त अधिकारी के रूप में निम्नलिखित कार्य करने के अधिकार प्रदान करता है:--

## (1) धारा 4 (क)

शांतिनगर के निर्माण या विस्तार करने की अनुमति प्रदान करना

## (2) धारा 6 (क)

प्रस्तावित शांतिनगर के संवाहन के लिए अनुज्ञप्ति प्रदान करना

## (3) धारा 12

अनुज्ञप्तियों का नवीकरण

## (4) धारा 13

लाइसेंस की दूसरी प्रति जारी करना

## (5) धारा 14

अनुज्ञप्ति का निवसन और हस्तान्तरण

## (6) धारा 21

निरीक्षण करने और सूचनाएं संग्रहित आदि के अधिकार

[मं. एफ. यू.-11019/1/89 सी. एस]

मो. पी. बिहारी, कृषि विपणन सलाहकार

MINISTRY OF AGRICULTURE

(Department of Rural Development)

(Directorate of Marketing &amp; Inspection)

Faridabad, the 11th May, 1989

S.O. 1376.—I, O. P. Behari, Agricultural Marketing Adviser to the Government of India, in exercise of the powers conferred on me under Clause 2(h) of the Cold Storage Order, 1980 (as amended), authorised all Dy. Agricultural Marketing Advisers, Incharge of Regional Offices of the Directorate of

Marketing and Inspection, located at New Delhi/Bombay/Madras/Calcutta/Guntur or any other officer duly appointed to work as incharge of the Regional Offices to exercise powers and perform the following functions under this Order as Licensing Officer:--

## (i) Clause 4A

Grant of Permission to construct or expand a Cold Storage;

## (ii) Clause 6A

Grant of Licence for operation of the proposed Cold Storage;

## (iii) Clause 12

Renewal of Licence,

## (iv) Clause 13

Issue of Duplicate Licence;

## (v) Clause 14

Regulation and Transfer of Licence;

## (vi) Clause 21

Powers to inspect and call for information etc.

[No. F. U-11019/1/89-CS]

O. P. BEHARI, Agricultural Marketing Adviser

कृषि अनुसंधान और शिक्षा विभाग

(भारतीय कृषि अनुसंधान परिषद)

नई दिल्ली, 6 मार्च, 1989

का. आ. 1377--कृषि उत्पाद भेज अधिनियम, 1940 की धारा 7 की उप-धारा (2) के अनुसरण में केन्द्रीय सरकार के पूर्व अनुमोदन के साथ भारतीय कृषि अनुसंधान परिषद द्वारा बनाए गए स्थायी वित्त समिति के नियम, 1940 में किए गए निम्नलिखित संशोधन आम सूचना के लिए प्रकाशित किए जाते हैं, जो इस प्रकार है:--

(क) विनियम 2 के अंतर्गत उक्त विनियम : निम्नलिखित को जोड़ा जाए--

"2(5) सचिव, भारतीय कृषि अनुसंधान परिषद"

(ख) विनियम 8 की जगह निम्नलिखित को रखा जाए--

"8 भारतीय कृषि अनुसंधान परिषद के सचिव, समिति के सदस्य सचिव होंगे"

[मं. 2-1/89--समन्वय]

एम. जी. मेनन, सचिव

# DEPARTMENT OF AGRICULTURAL RESEARCH AND EDUCATION

(Indian Council of Agricultural Research)

New Delhi, the 5th March, 1989

S.O. 1377.—The following amendments to the Standing Finance Committee Regulations, 1940 made by the Indian Council of Agricultural Research, with the previous approval of the Central Government in pursuance of sub-section (2) of section 7 of the Agricultural Produce Cess Act, 1940 are published for general information, namely:—

(a) In the said regulations under Regulations 2, the following may be added:—

“2(v) Secretary, Indian Council of Agricultural Research.”

(b) The regulation 8 may be substituted as under:—

“8. The Secretary of the Council shall be the Member-Secretary of the Committee.”

[No. 2-1/89-CDN]

M. G. MENON, Under Secy.

## विज्ञान और प्रौद्योगिकी मंत्रालय

(विज्ञान और प्रौद्योगिकी विभाग)

नई दिल्ली, 12 मई, 1989

क्रा. प्र. 1378.—केन्द्रीय सरकार, राजभाषा (सब के शासकीय प्रयोजनों के लिए प्रयोग नियमों), 1976 के नियम 10 के उपनियम (4) के अनुसरण में एन.डी.आर. विज्ञान और प्रौद्योगिकी विभाग) विज्ञान और प्रौद्योगिकी मंत्रालय के अधीन निम्नलिखित मस्थान को, जिसके कर्मचारियों ने उक्त नियम के प्रयोजन के लिए हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

भारतीय ऊष्णवृषीय मौसम विज्ञान संस्थान,

(भारत मौसम विज्ञान विभाग),

यूनिवर्सिटी रोड,

जिवाजी नगर,

पुणे-411 005

[स. ई.-11012/1/86-हिन्दी]

मधु सूदन धस्माना, उप निदेशक (रा. भा.)

## MINISTRY OF SCIENCE AND TECHNOLOGY

(Department of Science and Technology)

New Delhi, the 12th May, 1989

S.O. 1378.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union)

## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Deptt. of Education)

New Delhi, the 8th May, 1989

S. O. 1379.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the person mentioned in column (1) of the Table below, being the Registrar of the Jamia Millia Islamia, Jamia Nagar, New Delhi, equivalent to the rank of a gazetted officer of the Government of India, to be Estate Officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act, within the local limits of his respective jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table:—

TABLE

Name (1)	Categories of public premises and local limits of jurisdiction (2)
The Registrar, Jamia Millia Islamia, Jamia Nagar, New Delhi.	Premises within the territorial local limits of Jamia Millia Islamia campus belonging to and under the administrative control of the Jamia Millia Islamia.

[No. F.6-13/89-Desk(U)]

ABHIMANYU SINGH, Director

Rules, 1976 the Central Government hereby notifies the name of the following institute under the Ministry of Science and Technology, Department of Science and Technology the staff whereof have acquired the working knowledge of Hindi:

Indian Institute of Tropical Meteorology,  
(India, Meteorology Department),  
University Road,  
Shivajinagar,  
Pune-411005.

[No. E-11012/1/86-Hindi]

MADHU SUDAN DHASMAHA, Dy. Director (OL)

## मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 8 मई, 1989

क्रा. प्र. 1379.—सार्वजनिक स्थान अधिनियम, 1971 (71 का 40) (अनाधिकृत रूप से कब्जा करने वालों को बेवखनी) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन.डी.आर. द्वारा प्रदत्त शक्तियों के कालम (1) में उल्लिखित व्यक्ति को, जामिया मिलिया इस्लामिया, जामिया नगर, नई दिल्ली के रजिस्ट्रार होने के नाते जो कि भारत सरकार के राजपत्रित अधिकारी के पदनाम के समतुल्य पद है, उक्त अधिनियम के उद्देश्यों के लिए सम्पदा अधिकारी नियुक्त करती है। यह सोते नई शक्तियों का इस्तेमाल करेगे और उक्त तालिका के कालम (2) में उदनुबधी प्रविष्टि में निर्धारित सार्वजनिक स्थानों के लिए अपने निजी क्षेत्राधिकार को स्थानीय सीमाओं के अन्दर उक्त अधिनियम द्वारा प्रदत्त उसके अनुरूप सम्पदा अधिकारी को सौंपे गए कर्तव्यों को पुरा करेगे।

तालिका

नाम	सार्वजनिक स्थानों की श्रेणियां तथा क्षेत्राधिकार की स्थानीय सीमाएं
रजिस्ट्रार	जामिया मिलिया इस्लामिया के अथवा उसके
जामिया मिलिया इस्लामिया	प्रशासनिक नियंत्रण के अंतर्गत आने वाले
जामिया नगर, नई दिल्ली।	जामिया मिलिया इस्लामिया परिसर की
	क्षेत्रीय स्थानीय सीमाओं के अन्दर आने
	वाले स्थान।

[सं. एफ. 6-13/89-डेस्क (यू.)]

अभिमन्यु सिंह, निदेशक

## असम संवत्सलय

नई दिल्ली, 24 मई, 1989

क. अ. 1380—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विभिन्न बैंकों के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-89 को प्राप्त हुआ था।

## MINISTRY OF LABOUR

New Delhi, the 24th May, 1989

S.O. 1380—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the various Banks and their workmen, which was received by the Central Government on 22-5-1989.

## ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT  
HYDERABAD

Dated the 22nd December, 1988

Industrial Dispute No. 14 of 1980

## BETWEEN

Workmen of Syndicate Bank and 47 other Banks.

## AND

The Management of Syndicate Bank and 47 other Banks.

## APPEARANCES :

Sri K. Srinivasa Murthy, Counsel for State Bank of India by General Secretary, All India Banks Deposit Collectors Federation, Central Office, Cochin-682011.

None for the General Secretary, All India Overseas Bank Employees Union, Madras.

Sri B. K. Seshu, Counsel for Syndicate Bank, Central Bank Tamil Nadu Mercantile Bank, Vijaya Bank, Corporation Bank, Canara Bank, Vysya Bank and Indian Banks Association.

Sri K. Srinivasa Murthy, Counsel for State Bank of Hyderabad, Andhra Bank and Bank of Baroda.

Sri P. L. N. Sarma and Sri C. V. Ramana, Counsel for Indian Bank.

Sarvasri T. Venugopala Reddy and S. K. Padma Rao, Counsel for State Bank of Bikaner and Jaipur.

Sarvasri T. Anantha Babu and P. Vinayaka Swamy, Counsel for State Bank of India—For Secretary Indian Banks Association, Stadium House, Veer Narayan Road, Bombay-400020.

Industrial Dispute No. 108 of 1984

## BETWEEN

Workmen of Indian Overseas Bank represented by its General Secretary, All India Overseas Bank Employees Union, No. 763 Anna Salai, Madras.

## AND

The Management of Indian Overseas Bank, Madras.

## APPEARANCES :

S/Shri Aiyar, B. R. Dola and C. Ravinchandran, Advocates—for workmen.

S/Shri B. K. Seshu, and M. Narahari Advocates—for Management.

M.P. No. 116/84 in I. D. No. 14/80

## BETWEEN

(1) J. Srinivasan and

(2) A. Sankaranarayanan.  
(Petitioner-Workmen)

## AND

(1) The United Commercial Bank, No. 10 Brabourne Road, Calcutta.

(2) The Branch Manager, United Commercial Bank, Madurai Branch.  
(Respondent-Management).

## Memo of APPEARANCE :

(1) Sri H. Guru Raja Rao, Special Assistant, Syndicate Bank, Gandhinagar, Bangalore-9 representative for Petitioner-Workmen.

(2) Sarvasri B. K. Seshu, M. Narahari, Counsel—for the Respondent—Management.

M.P. No. 117/84 in I. D. No 14/80

## BETWEEN

(1) R. Abdullakhan.  
and

(2) R. Srinivasa Rao.  
Petitioner—Workmen.

## AND

(1) The United Commercial Bank, No. 10 Brabourne Road, Calcutta.

(2) Branch Manager, United Commercial Bank, Madurai Branch, K. K. Nagar.  
(Respondent—Management)

## Memo of APPEARANCE :

Sri H. Guru Raja Rao, Special Assistant, Syndicate Bank, Gandhinagar, Bangalore-9 representative—for the Petitioner-Workmen.

(2) Sarvasri B. K. Seshu and M. Narahari, Advocates—for the Respondent-Management.

M.P. No. 6/86 in I. D. No. 14/80

## BETWEEN

Sri Y. Suryanarayanan, Employee, Andhra Bank, Bhadrachalam Branch, Bhadrachalam.  
(Petitioner-Workmen)

## AND

The Management of Andhra Bank, Bhadrachalam Branch Bhadrachalam.

(Respondent-Management).

## Memo of APPEARANCE :

Sri D. S. R. Varma, Counsel—for the Petitioner-Workman.

(2) Sri K. Srinivasa Murthy and G. Sudha, Honorary Secretary, Andhra Pradesh Chamber of Commerce and Industry—for the Respondent-Management.

M.P. No. 354/86 in I. D. No. 14/80

## BETWEEN

All India Bank Deposit Collectors' Federation, H-5 Manish Towers 7th Floor, Bangalore.  
(Petitioner)

## AND

The Punjab and Sind Bank (Regd. Office, Amritsar)  
Planning and Development Department, E-6, Con-  
naught Place, New Delhi-110001.  
(Respondent)

## Memo of APPEARANCE :

- (1) Sri A. C. Nayak, Vice President, All India Bank Deposit Collectors Federation, C/o BEF, Manish Towers (7th Floor), 84 J.C. Road, Bangalore-560002 —for the Petitioner.
- (2) Sarvasri B. K. Seshu and M. Narahari, Advocates— for the Respondent.

## COMMON AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/47/79-B.II (A) dated 3-10-1980 referred the following dispute under Sections 7-A and 10(1)(d) of the Industrial Disputes Act, 1947 between the Management of 11 Banks and their workmen to this Tribunal for adjudication.

“Whether the demands of the Commission Agents or as the case may be Deposit Collectors Employed in the Banks listed in the Annexure that they are entitled to pay scales, allowances and other service conditions available to regular clerical employees of those banks is justified? If not, to what relief are the workmen concerned entitled and from which date?”

## ANNEXURE 1

1. Syndicate Bank, Pioneer House, Somajiguda, Hyderabad (A.P.)
2. State Bank of Hyderabad, Gunfoundry, Hyderabad (A.P.)
3. Indian Bank, 3-6-150, Himayatnagar, Hyderabad-28.
4. Vijaya Bank Limited, 3-6-140/5-B, Himayatnagar, Hyderabad-29.
5. Vysya Bank Limited, 4-1-353, Abid Road, Hyderabad (A.P.)
6. Corporation Bank Limited, 15-1-503/B/27-34, Siddam-  
bar Bazar, Hyderabad-12.
7. State Bank of India, Hyderabad (A.P.) Local Head  
Office, Bank Street, Hyderabad.
8. Central Bank of India, Bank Street, Hyderabad (A.P.)
9. Andhra Bank Limited, Sultan Bazar, Hyderabad (A.P.)
10. Canara Bank, Himayatnagar, Hyderabad (A.P.)
11. Tamilnadu Mercantile Bank Limited, 15-2-696, Sid-  
dambar Bazar, Hyderabad (A.P.)

subsequently the Government of India, Ministry of Labour and Rehabilitation, Department of Labour by its Order No. L-12011/29/81-D.II (A), dated 21-4-1983 made other 37 banks (Annexure-II) parties to the original reference as given below :—

## ANNEXURE II

1. Allahabad Bank, H.O. 14, India Exchange Place, Cal-  
cutta-700001.
2. Bank of Baroda, Central Office, 3 Walchand Hirechand  
Marge, Ballar Pier, Bombay-400001.
3. The Bank of Cochin Ltd. H.O. Ernakulam North,  
Cochin-682018.
4. Bank of India, H.O. Express Towers, Nariman Point,  
Bombay-400002.
5. Bank of Madura Ltd., H.O. 33, North Chitrai Street  
Madurai-625001
6. Bank of Maharashtra, HO. 1177, Budhwar Peth,  
Pocna-400002.
7. Bank of Rajasthan Ltd., H.O. Jahari Baar, P.B. No.  
20, Jaipur, Rajasthan.

8. Catholic Syrian Bank Ltd., H.O. P.B. No. 7, Trichur-  
600001.
9. Dena Bank H.O. 17, Hornimai Circle, Bombay-  
400001.
10. Dhanalakshmi Bank Ltd., H.O. The Roud, Triche-  
680001.
11. Federal Bank Ltd., H.O. P.B. No. 103, Alway, Erna-  
kulam Dist.
12. Indian Overseas Bank H.O. 151, Mount Road, Madras-  
600002.
13. Karnataka Bank, H.O. Doogorkery, Mangalore-575003.
14. Karurr Vysya Bank Ltd., H.O. P.B. No. 21, Karur-  
639001.
15. Lakshmi Commercial Bank Ltd., H.O. H-Block, Con-  
naught Circus, New Delhi-110001.
16. Lakshmi Vilas Bank Ltd., H.O. 693, Jawahar Bazar,  
Karur-639001.
17. Lord Krishna Bank Ltd., H.O. Srirangapuram, Kodun-  
gallur, Trichu Dist.
18. Mercantile Bank Ltd., H.O. 520, Mahatma Gandhi  
Road, Bombay-400001.
19. Miraj State Bank Ltd., H.O. P.B. No. 24, Miraj,  
Maharashtra.
20. Modongadi Bank Ltd. H.O. Robinson Road, P.B.  
No. 11, Calicut-1, Kerala State.
21. New Bank of India, H.O. No. Tolstoy Marg, New  
Delhi-110001.
22. Oriental Bank of Commerce Ltd., E-Block, Connaught  
Place, New Delhi.
23. The Parur Central Bank Ltd. O.P.B. No. 3, N. Parur,  
Ernakulam Dist.
24. Punjab and Sind Bank, H.O. Clock, Connaught Circus,  
New Delhi-1.
25. Punjab National Bank, H.O. Parliament Stréet, New  
Delhi-110001.
26. Sangli Bank Ltd., H.O. Rajwa Chowk, Sangli, Maha-  
rashtra.
27. The South India Bank Ltd. O.P.B. No. 28, Trichu-  
600001.
28. State Bank of Bikaner and Jaipur, S.M.S. Highway,  
Jaipur-302003.
29. State Bank of Indore, H.O. Bombay-Agra Road, Indore  
City, M.P.
30. State Bank of Mysore, Avenut Road, Bangalore-  
560009.
31. State Bank of Patiala, The All Patiala Punjab.
32. State Bank of Saurashtra, Darbaragadh, Bhavanagr-  
364001.
33. State Bank of Travancore P.B. No. 34, Trivandrum-  
695001.
34. Syndicate Bank, P.B. No. 1, Mahipal, Karnataka.
35. Union Bank of India, 66/80, Bombay Samachar Marg,  
Fort Bombay-400001.
36. United Bank of India, H.O. 16 Old Court House  
Street, Calcutta-1.
37. United Commercial Bank, H.O. 10, Barbourne Road,  
Calcutta-700001.

Again the General Secretary, All India Overseas Bank Em-  
ployees' Union, Madras has filed M.P. No. 252/85 to implead  
them as a party to the main dispute. That M.P. was allowed  
on 14-9-1987. Accordingly the General Secretary, All India  
Overseas Bank Employees Union was impleaded as a party to  
the main dispute. The reference is registered as Industrial  
Dispute No. 14 of 1980 and notices were issued to the  
parties.

2. The claims statement filed on behalf of the A.P. Banks  
Commission Agents Union, Hyderabad. This claim statement  
is filed on behalf of the Commission Agents Union of 11  
Banks which are mentioned in Annexure I of the Reference  
dated 3-10-1980. The claim statement briefly runs thus :—  
On behalf of the Workmen who are popularly called as Com-

mission Agents or Deposit Collectors employed in the 11 Banks listed in Annexure I in the State of Andhra Pradesh. The Industrial Dispute has arisen and dispute was raised by the Andhra Pradesh Banks Commission Agent Union (hereinafter referred to as the Union). The dispute relates to their conditions of service. The majority of the Deposit Collectors or Commission Agents in the above Banks are members of the Union. Hence the Union is a representative Union. The Conciliation proceedings between the Union and the respective Managements failed, hence this reference is made by the Government of India, Ministry of Labour by its Order dated 3-10-1980 vide No. 1-12011/47/79-D.II (A). All the Banks employed persons (workmen) to collect and canvass the deposits to the Bank. They were given appointment orders employing the workmen and taken agreements from them in return. The agreement laid down the conditions of their employment; in some Banks such employees are called Commission Agents and some other Banks they are called Deposit Collectors. They are so called because the Banks pay them commission at certain percentage on the collections made by them. It is remuneration for the services rendered by them. The Commission Agents or Deposit Collectors are hereinafter referred to as Workmen. With the advancement of the modern banking business, new techniques are adopted by the Banking industry. On such technic is collection of deposit at the doors of the customers. To fulfil this objective banks appointed these workmen who go to the houses of the customers and collect the deposit daily. The money collected should be remitted to the Banks concerned at the very next day as per the terms of the contract. These workmen of the Banks do the canvassing of all types of deposits such as Saving Bank Account, Fixed Deposit, Recurring Deposits without any remuneration this they do in addition to their normal duty of daily collection of amounts from the customers at the door steps of the customers. For these additional duties done by them they are paid some commission. They remit the amount into the Bank on the next day. They have to attend to the Bank every day in the early hours and make entries in the collection register maintained by the Bank. In some of the Branches they have to prepare the ledgers also. The workmen have to prepare the cards which show particulars of the amount received by them from the depositors during all the seven days of the week. Some of these banks maintain Pass Book instead of cards in such cases entries have to be made by the Deposit Collectors in the Pass Book. These workmen too have to do exclusively for the Bank which employed them. They have to go to the Depositors as and when they are prepared to pay the deposits irrespective of the timings. In short the work done by the workmen is the work done by the cashier in the Banks as well as the clerical staff. The work done by them is the integral part of the Banking industry. The workmen are under the direct control and supervision of the Bank Management. The Management of the Bank are their pay masters. There is a relationship of employer and employee between the Management and workmen. The workmen labour and do services and the benefit of these services is for the Banks. The Banks have economic control, skill and they continued employment for the skills of the workmen. If the bank for any reason chokes off the workers are virtually laid off. The livelihood of the workmen substantially depend on labour rendered by them to produce services for the benefit and satisfaction of the banking enterprises. Considering the overall position and the circumstances in which these workmen render services and labour to the Banks and taking into consideration the remuneration paid to them, the agreement taken by the Management of the Banks are the documents which laid down the conditions of service for these workmen. They also laid down the remuneration for those people. If they cannot be described as workmen then the agreements taken from these workmen by the Banks are nothing but deceptive devices invented for the purpose of denying them the scales, allowances and other conditions available to regular clerical employees of those banks to which the workmen are rightly entitled to these scales, allowance and other condition of service which are available to the regular employees. In this background the Union prays that his Hon'ble Tribunal be pleased to pass an Award in favour of the workmen directing the Respondent Banks to give the workmen the pay scales, allowances and other service condition available to the regular clerical employees of the Bank, after holding that they demand for the same is justified. The Union observe its right to file a rejoinder if it is found necessary.

3. After the reference was received on 3-10-1980 on 21-4-1983 the Presiding Officer of the Tribunal was informed

by Ministry of Labour by letter that similar disputes have been raised in respect of Deposit Collectors of certain other Banks also and it has therefore been decided that the parties mentioned in the enclosed statement Annexure-II may also be made parties in the above dispute. Under this letter a fresh reference order copy was sent containing two annexures. The first annexure gives 11 banks which were indicated in the original order of reference and 37 other Banks are indicated in Annexure-II. Originally the second Annexure was not received by the Tribunal and a copy of it was filed by the Advocate appearing for the Syndicate Bank and then correspondence took place and then the order of reference with Annexures I and II was communicated to this Bank. From the records it appears that this second order of reference Order No. 1-12001/29/81-DII(A) dated 21-4-1983 was received by this Tribunal on 10-10-1983.

4. The claim statement filed by the General Secretary. All India Banks Deposit Collectors Federation filed on 27-1-1984 briefly runs as follows:—This statement of claims is being filed for and on behalf of the Deposit Collectors employed in Banks who are parties to the above industrial dispute they are represented by the All India Bank Deposit Collectors Federation hereinafter called the Federation having its Central Office at Ambadi Road, Chittoor Road, Cochin, Kerala. The State wise organisation of Deposit Collectors employed in all Banks like the Andhra Pradesh Banks Commission Agents Union are affiliated to this Federation. First the Government of India made a reference regarding 11 Banks in Andhra Pradesh. Subsequently Annexure II was added including the Deposit Collectors or Commission Agents of another 37 Banks. Then the Federation came into picture and filed very elaborate claim statement.

5 In brief the claim statement filed by the All India Bank Deposit Collectors Federation runs thus:—The Government of India later added 36 other Banks to the original 11 banks shown in Annexure-I. Addition of Syndicate Bank in Annexure-II appears to be an instance of repetition. Syndicate Bank is shown as S. No. 1 in Annexure I and it is again shown as S. No. 34 in Annexure II. Thus in all there were only 47 banks regarding which the dispute exists between the workmen and the banks.

6. S. Nos. 1, 3, 8, 10, 12, 13, 15, 17, 20, 23, 36, 45, 46 and 47 were originally private Banking companies registered under the Company's Act and coming under the Banking Regulation Act. The said banks were taken over by the Central Government, under the Banking Companies Acquisition and Transfer of undertaking Act 5 of 1970. On the commencement of the said Act these Banks became constituted as corresponding new Bank wholly owned by the Government of India Banks mentioned at Item Nos. 4, 6, 9, 32, 33 and 35 also were originally private Banks and they were Nationalised by the Banking Companies Acquisition and Transfer of Undertaking Act 40 of 1980. State Bank of India was originally the Imperial Bank of India and it was nationalised by the State Bank of India Act of 1955. The Banks indicated at S. Nos. 2, 39, 40, 41, 42, 43 and 44 were previously owned by the concerned State Governments and were taken over by the Central Government as subsidiaries of State Bank of India under the State Bank of India Subsidiaries Banking Act of 1959. Thus 38 out of the 47 Banks belong to the Public Sector and they command more than 95 per cent of the reserves and number of Branches of the Managements concerned who are parties to the dispute. S. No. 29 is a Banking Company registered Overseas and licensed to do banking business in India by the Reserve Bank of India. The rest S. Nos. 5, 11, 14, 16 to 19, 21, 22, 24 to 28, 30, 31, 34 and 38 are Banks in the Private Sector incorporated and registered under the Companies Act, and they are doing Banking business under the licence from the Reserve Bank of India granted by the Banking Regulations Act.

7. The workmen involved in these disputes are working as Commission Agents or collection agents or deposit collectors for schemes which are known by different names in different places and in different banks. Adarsh and Pigmy agents are in Syndicate Bank, they are called NND Agents in Canara Bank, J.N.D. Agents in Vijaya Bank, Money Bees in Fede-

ration Bank Limited. Thus they are known by different names and they do similar duties namely daily deposit collection from small depositors by going to their houses. The deposit collectors of these small deposits have been working for remuneration in the Banking industry since a long time. It was originally started by the Syndicate Bank by South India. Subsequently this system of Adarsh and Pigmy Deposit spread to other parts of the country and it was adopted by other banks. These schemes of daily deposit have played a vital part in the growth of the Syndicate Bank and similarly for the growth of other Banks. The Syndicate Bank by virtue of these deposits has grown to from a Pigmy to giant. Seeing the success of the Syndicate Bank other Branch also launched the Scheme with the stupendous branch expansion after Nationalisation of the Banks. This scheme spread to all other regions. These schemes are known by different names in different parts of the country and in different banks. They have to perform duties of travelling, collection of cash daily from the small depositors of the bank and they also do the work of accounting and remittances of such collection. They have also to distribute the receipts to the customers. They obtain applications from depositors along with the specimen signatures and deliver them to the respective Bank with their counter signatures. The daily collection from depositors are generally entered every day in daily collection statement with counter foil for each customer. Each day's collection have to be remitted in the Bank on the next day. Particulars entered in small deposits, daily collection statement and the totals are checked at the Bank and tallied with the credit vouchers prepared by the Deposit Collectors. In certain banks the entry in the ledger folios are also made by the Deposit Collectors. On receipt of the signed weekly collection statement of the Bank the entries are verified by the supervisory staff or officers. The counter folios of the weekly collection statement are filed in the Bank and the original checked and signed by the officers authorised for this purpose and then they are handed over to the deposit collector for distribution to the respective depositors. Thus there is a system of cross checking to effectively supervise the work done by these workmen. It is essentially of a clerical and manual nature. It is substantially the clerical nature of work. The supervisory staff also given them directions as to the manner in which they should write up the accounts and make collections. In some Banks even the routes through which the deposit collectors should work used to be directed by the supervisory staff. In many of the Bank instructions to the deposit collectors were issued not to open new accounts and they had to obey this direction though it is against their own interest and reduces their earning capacity. The right to control the manner of work was vested in the management. The deposit collectors should discharge their duties diligently and honestly in accordance with the rules of the business of the Bank. Generally they are debarred from doing any work of the same type or nature for any other Banks, Cooperative Society. They are also not permitted to accept whole time or part time engagements of similar type. They are expected to maintain secrecy. They have to carry identity card issued to them. The Bank retain the right to terminate their employment at their discretion, especially if they commit any act which Banks considered to be prejudicial to Banks interest.

8. The work of deposit collectors is mainly to collect deposits for which lesser rates of interest are paid by the Banks, and the deposits so collected are utilised by the Bank to advance loans to customers at higher rate of interest. Thus the Banks earned through the collection of deposits, remuneration for the deposit collectors is paid. The deposit collectors have no right to obtain deposits at lesser rates of interest and thereby enriching themselves. They are also not permitted to make profits over and above fixed rate of remuneration, by using skill and influence. They are separate and distinct from independent contractors. Remuneration to deposit collectors is fixed on a piece rate basis linked to the total amount of collections. Some banks paid conveyance allowance and extended to them the benefit of contributory benefit funds, interest free vehicle loan etc. The Bank provides all records and forms to the deposit collectors for their transacting the business. The deposit collectors are required to attend the Bank at fixed times. They have to work in the Bank on an average of two hours per day to write the daily collection statement etc. In some Banks deposit collectors are suspended from service on adequate ground and reasons. Suspension is concept of disciplinary action and that is a concept and right available only when there is relationship of master and servant.

9. As can be seen from the various facts mentioned above the deposit collectors are employees of the Bank and this is an economic reality. They are employed for reward to do clerical and manual work and they are workmen within the meaning of the terms under the I.D. Act. Their work is substantially clerical and manual labour involved is only incidental to such clerical work.

10. By way of brief resume of the history of the dispute it may be stated that this Scheme of small deposits collected from the houses of the depositors got up with the almost all Banks and it became extremely popular. There were no standard terms of employment for the deposit collectors. Then they formed union at State levels and thereafter the deposit collectors formed All India level Union. Demands were raised in 1970. Award of scales extended to other workmen of the Bank like clerks and peons. The Bank resisted the demand contending that they are not workman. The Assistant Labour Commissioner, Ernakulam accepted the contention of the Management and dropped the proceedings. When the All Kerala Bank Deposit Collectors Organisation first raised the dispute. Then mass representation was sent to the Prime Minister and the Labour Department. The Labour Department was asked to reopen the matter and consider the matter afresh on merits. Then Assistant Labour Commissioner (Central), Ernakulam reopened the matter, heard the parties *de novo* and sent his report to the Chief Labour Commissioner, Delhi. The Chief Labour Commissioner in consultation with Ministry of Law came to the opinion that the deposit collectors were workmen and he communicated this opinion to all Conciliation Officers. On the basis of this conciliation proceedings were again initiated. Similar demands were raised in Kerala and Andhra Pradesh and other places. The demand was for pay of clerks. While conciliation proceedings were going on the Banks which were paying remuneration at comparatively higher rates to the Deposit Collectors resorted to curtailment of such higher rates. On the plea of standardisation conveyance allowance, contributory benefit fund, interest free cycle loan were withdrawn. The conciliation proceedings were transferred from Kerala to the Regional Labour Commissioner, Madras. The All India Deposit Collectors Federation came into being in August 1978. Its first conference held at Madras on 4th and 5th April, 1980. Federation became party to the conciliation proceedings. The conciliation proceedings which failed in Hyderabad culminated in the original order of reference referring this industrial dispute for adjudication to the Industrial Tribunal. Then apprehending the judicial verdict may be against the Banks started taking steps to wind up this scheme with a view to prompt the award and make the award infructuous. Then Banks issued circulars instructing the Deposit Collectors not to open new accounts. The existing accounts were closed either prematurely or at maturity. Thus the number of accounts surely dwindled with a consequent decrease in the earning of the Deposit Collectors. This clever method was utilised to avoid adverse publicity which may be attracted by retrenchment of deposit collectors. This *modus operandi* was adopted to avoid paying retrenchment compensation and notice pay. The intention was to slowly strangle the economic life of the Deposit Collectors. Only considerable agitations and after bringing lot of democratic pressure on the Government, Ministry of Finance issued a directive not to wind up the Scheme. Many of the Nationalised Banks which were virtually winding up the scheme restored the Scheme. While restoring the Scheme some changes were made to adversely affect the earnings of the Deposit Collectors. The private sector banks are yet to restore the Scheme. As far as conciliation proceedings at Madras are concerned, the failure of conciliation proceedings resulted in the present addition of 36 banks in Annexure-II by making a new reference.

11. The Federation had the advantage of going through the statement of claim filed by the Andhra Pradesh Banks Commission Agents Union, the Federation supports the pleas taken in that claim statement. The claim for payment of scales of wages payable to the clerks is fully supported. It is also supported the scales as modified by the Sastry's Award and Bipartite Settlement should be given. The Federation claims that retrospective effect may be given to the Award from the date of original reference dt. 3-10-1980.



12. The Federation has studied the reply statement filed by the Banks and to facilitate the proceedings, the Federation submits the following points:—

One arm of Government of India referred the dispute for adjudication. The other arm of the Government speaking through the public sector banks cannot be heard to question that reference. Such practice is deprecated by the Supreme Court in 1983(II) I.L.J. page 429.

Hearing and deciding the preliminary issue as to whether Deposit Collectors are workmen or not would only contribute to delay of the proceedings and cause hardship and misery to Deposit Collectors. The practice of deciding a preliminary issue is no longer favoured by the Supreme Court. The verbal agreements apart it is common knowledge, the real nature of employer and employee relationship which is shrouded is not what is decisive, the Industrial Tribunal should lift the paper veil and peep in and discover the real situation and reality of things should be seen. The Deposit Collectors labour for remunerations to mop up all small deposits which are used for development needs of the counter and the prosperity of the Banking industry. The terms of employment in the various written agreements would show that the Deposit Collectors are in reality employees of the Bank. Piece rate system of wages in the absence of stipulated hours of work is not proper. It is inconsistent that the concept of employment time scale wages nor stipulated hours of work were essentially attributes of the concept of employment and status of workman. Section 10 of the Banking Regulations Act is no bar for the Tribunal to find that the Deposit Collectors are employees; commission contemplated in the Bank is only commission arising out of commercial transaction like brokerage where no mental or physical work of this nature is involved whether the Deposit Collectors are workmen or employees would depend upon the nature of their work and their relationship to the employer. This will have to be considered in accordance with law of master and servant as developed by the decision of the Supreme Court. If the Management feel constrained not to pay remuneration linked to deposits collected then call it as commission or remuneration, or pay them salaries. The fact that deposit collectors have to solicit deposits before they make collection, account and remit into Bank does not make them canvassers or promoters of business. In a scheme which was spread for three or five years canvassing part takes place before the account is opened and may entail one or two visits to the customers. After the account is opened the work is repetitive and it is only one of collecting amount and remitting into the Bank and accounting for it. Of the total work involved not even 0.1 per cent would come under soliciting. In many banks the accounts are not even solicited and they come automatically, because they are tagged on to an advance to facilitate recovery. The reference to sales promotion Employees (Conditions of Services) Act 1976 is most irrelevant. Small deposit collection scheme have social objectives. It does not detract industrial nature of the activity. The reference has two limbs. The first limb is to examine whether the deposit collectors are entitled to the pay scales, allowances and other service condition of clerical employees. The second limb of the reference comes into play only if the answer to the first limb is negative. The Federation decided to specifically plead with other reliefs may be awarded by the Tribunal in case the Tribunal is pleased to hold that the deposit collectors are not entitled to clerical wages and service conditions.

13. The Federation submits by way of alternative relief, the Tribunal may be pleased to award the following:

- (1) The fall back wage of 7.50 linked with a minimum deposit of Rs. 7,500.00 per month and Attendance not less than one hour at the Branch each day for accounting and remittances purposes.
- (2) Incentive remuneration at the rate of 5 per cent for collections and over and above Rs. 7,500.00 per month.
- (3) Conveyance allowance minimum of Rs. 50.00 and Rs. 100.00 for deposits of Rs. 10,000.00 and Rs. 30,000.00 per month.

Rs. 150.00 for deposits of in excess of Rs. 30,000.00 upto Rs. 50,000.00 per month.

- (4) Paid weekly holiday and paid National Festival holidays. Annual leave of one month for every 11 months of service, sick leave one month per year.
- (5) Retirement benefits, provident fund at 10% contributory, gratuity 15 days each year of service and pension as per the Bipartite Settlement to Clerical Staff.
- (6) Medical and Hospitalisation as per Bipartite Settlement for clerical staff.
- (7) Risk Insurance for one lakh for death and proportionate loss for badly injury.

14. The Federation claims leave to make brief references to the extremely useful work done by the Deposit Collectors in the Banking industry. It occupies an important position in the economy of the country. It has contributed for the prosperity and improvement of the commercial banks and economic development of the country. The tremendous growth in percentage of deposits and percentage of gross national product is mainly the result of mobilising these small deposits. The domestic savings have increased abnormally. All these aspects cannot be over-looked while deciding this industrial dispute. While making these claims the Federation requests that the minimum wages prescribed for public sector industry in 1983 may be looked into for purpose of comparison. The details are given in the tabular statement. The Banks have the capacity to pay the amounts claimed as alternative relief. The Federation prays for an Award giving them the employment as clerical cadre and scales of pay of the clerical staff. The Award may be given retrospective effect namely 3-10-1980. The Tribunal may be pleased to pass an Award in favour of the Federation claims.

15. The counter filed by the Management of the Syndicate Bank is an important counter as the Scheme of Deposit Collection and Pigmy Deposit originated in the Bank and later spread to various other banks. It would be appropriate to deal with the counter filed by the Management of Syndicate Bank in the first instance. At the outset by way of preliminary objection it is submitted the subject matter of the reference is totally misconceived and untenable and it is bad in law for the following reasons (a) a denial of Pigmy and Adarsh Deposit Schemes and the arrangement entered into with Commission Agents clearly shows that there is no relationship of master and servant between the Commission Agent and the Bank. The Deposit Collectors are only agents remunerated by commission. They are not employers or servant of the Bank. (b) Section 10 of the Bank Regulations Act 1969 prohibits the Banking Company to employ any person on the basis that he will be remunerated by payment of commission. If it is the intention of the Bank to have contract of employment with these commission agents, then it is not permitted under law. Only to offer an incentive to these commission agents to canvass more and more deposits they are remunerated by way of commission linked with the deposits canvassed and brought in. Thus deposit schemes are not profitable to the Bank if they are to be done by the regular employees. (c) While there is no relationship of employer and employee, it is respectfully submitted that these commission agents are engaged to canvass deposits for the Bank and they do not come within the definition of 'workman' defined under Section 2(S) of the I.D. Act. The various decisions of the Supreme Court have laid down that employees engaged to promote the business or sales do not fall within the definition of 'workman'. The principle laid down by the Courts gained legislative recognition when the Sales Promotion Employees (Condition of Service) Act 1976 was passed. Even if these commission agents are deemed to be employees they would not be workman entitled to the protection of the I.D. Act. The preliminary objection go to the root of the jurisdiction of the Tribunal. Without prejudice to the above objections the following submissions are made

16. It is true there were conciliation proceedings and then a reference was made to this Tribunal. The Banking craves leave to refer the terms of engagement of the commission. That will give true and nature and effective relationship between the Bank and its commission Agent. It is misnomer to

describe them as workmen. The persons who collect money for Pigmy Deposit and Adarsh Deposits are only agents who are called Pigmy Deposit and Adarsh Deposit Agents. The relationship is one of agent and principal. It is not correct to say that this is part of the new modern banking business technique. The Scheme has more of a social objective behind it namely to create and cultivate small savings habit among common man by the agents canvassing for deposits from door to door. The allegation that the agents are required to canvas all types of deposits under the terms and conditions of their contract is not correct. Clause 6 of the letter issued in connection with their engagement clearly mentions that they are only agents for collection of Adarsh Deposit and Pigmy Deposit and not for any other purpose of business. They are prohibited from discharging any other duties for and on behalf of the Bank. The agents are required to keep records of collections canvased and deposit in the Bank. For this purpose they maintain cards. Those records are maintained and retained by the agent for the purpose of collecting commission on the basis of the records. It is not correct to say that they are required to make any entries in the ledgers of the Bank or to maintain any records of the Bank. Ledgers and accounts are maintained by the regular employees of the Bank and not by these agents. Paragraph 7 of the claim statement of A.P. Banks Commission Agents Union is not correct. The contract of agency does not require that they should work exclusively for the Bank. These agents have no regular hours of work nor are they familiar with the normal bank work and there is no check or supervision over their work of canvassing and collecting deposits from time to time. No person can be employed by the Bank on commission basis. It is not correct to say that the work done by these agents is integral part of the Banking industry. There are several banks who do not have such deposit schemes. These schemes contribute only a small part of deposit received by the Bank. The Union appears to have reproduced words and phrases from Court judgements which relate to the contract labour. Those judgements and those obligations are not applicable to the facts of the present case. The Banks entered into an agreement with these agents individually laying down terms and conditions and these agreements are entered into voluntarily by the commission agents. Bank service rules are not applicable to these agents. They cannot be deemed to be servant of the Bank. These agents have no specific hours of work or working norms and no educational qualifications are prescribed. The duration of their services is also a matter of contract. It is not correct to say that the terms and conditions contained in the letter of agency are conditions of service for an employee. No deceptive devices are invented as alleged in the claim statement. For the reasons given above the commission agents are not employees or workmen of the Bank and they are not entitled to claim pay scales allowances and other service condition applicable to regular employees of the Bank. The Bank reserves the right to amend or alter the counter and to file additional counter if necessary.

17. The counter filed by the State Bank of Hyderabad runs thus:—It will be clear on perusal of the Janta Deposit Scheme and arrangements entered into with the Janta Deposit Collectors that they are not employed by the Bank to perform any skilled or unskilled, manual or clerical work. They are only agents for collection and as representatives for publicity. The various contentions contained in the counter filed by the Syndicate Bank are reiterated in this counter. These Agents are not employees or workmen. The I.D. Act has no application. It should be decided as a preliminary issue whether these agents are entitled to the protection and benefits of I.D. Act. The reference itself is illegal. The reference is not maintainable as this Bank does not admit that the Union is a representative Union or that the Union raised the dispute of the nature claimed in the claim statement. The various other allegations are found in the Syndicate Bank counter. It is unnecessary to again extract them.

At the very outset the Indian Banks Association in its counter submitted by way of preliminary objection that the present reference is totally misconceived and untenable. The controversy raised in this I.D. affects other Branches of all Nationalised Banks throughout the country. Hence the reference should have been made by the Government of India to a National Tribunal. The present reference to this Tribunal is invalid and illegal. From a perusal of a Tiny Deposit Scheme and the arrangement made with the Commission

Agents it is crystal clear that there is no relationship of master and servant between the Banks and these commission agents. They are merely agents engaged on contractual basis and they are remunerated by commission. They are not servants or employees of the Banks. Then the counter reiterates the various contentions mentioned in the counter filed by the Syndicate Bank. These commission agents are not workmen as defined under Section 2(S) of the I.D. Act. The provision of the I.D. Act have no application to these agents or to Sales Promotion Employees; As per the Sales Promotion Employees (Condition of Services) Act 1976. The allegation that deposit collectors exclusively work for the Bank is false. Almost all Deposit Collectors are gainfully employed and they attend to collection work with a view to supplement their regular source of income. The Deposit Collectors do not do the work of either cashier or clerical staff of the Bank. The Bank has no economic control over these deposit collectors. Thus Deposit Collectors are not entitled to any of the benefits provided by the Bipartite Settlement of the Bank Awards. Their work is not supervised or controlled by the Bank and its officers. These people are employed on individual agreements executed by them. Service Rules applicable to the employees are not applicable to these agents. The Deposit Collectors are not entitled to any relief in this industrial disputes. They are only entitled to remuneration by way of commission for the business promoted and brought in by them.

18. The counter filed by the Vijaya Bank reiterates all the points raised in the counter filed by the Syndicate Bank. The following additional points are taken in this counter. Following the recent Nationalisation the present Management cannot be considered Banking Company nor can it consider as an industry carried on by or under the authority of the Central Government. Hence the Central Government is not the appropriate Government as defined under Section 2(n) of the I.D. Act. The reference made is vague and is uncertain. It is made mechanically without any application of mind. It is therefore, bad in law. This Bank introduced for the benefit of the deposits scheme known as Jeevan Nidhi Deposit Scheme. Under this Scheme the Depositors can avail the facility of getting money collected by the agents of the Bank at his door steps. This nature of work is not connected in any way with the Banking work of this Bank. Contract have been entered into with various persons. On the basis of principal and agent without the relationship of master and servant and without any contract of employment they are not paid salary and they are only entitled to a commission. The Bank has no control or supervision over these agents. No relationship of employer and employee exists. They are 80 people in Andhra Pradesh and several hundreds of other agents throughout India. The constitution of Special Tribunal should be under the provision of Sections 7A, 7B and 7C. The appointment of a presiding officer is also subject to the same sections. These sections do not contemplate appointment of Chairman, Industrial Tribunal for the State Governments as in the instant case. In any case similar issues of this nature referred to adjudication to various States throughout India, and as this Bank has branches all over India. This dispute can be adjudicated only by the National Tribunal constituted under section 7B of the I.D. Act. No demand was made in any case either by the Union or any of the Commission Agents of the Management of the Respondent Bank. The Respondent Bank was never aware of the alleged grievances. This Bank did not participate in any conciliation proceedings held on 28-6-1979. Therefore in the absence of a demand and rejection of it by the Management, no dispute or industrial dispute can exist. The representation made to the Labour Department Officers is not sufficient to constitute industrial dispute. The cause title in the claim statement is misleading and it is not sustainable. It is a case of mis-joinder of parties. The claim statement filed by the Union cannot be looked into and the General Secretary of the Union is not competent to file the same. The claim statement is not in accordance with the rule 10(1)(d) of the I.D. Central Rules. If for any reason the commission agent are held to be employees even then they would not be workmen entitled to protection and benefits of I.D. Act. The order of reference dated 3-10-1980 is not proper. The Government of India is not competent to pass said order. These Agents are prohibited from collecting other deposits except Jeevan Nidhi Deposits. Clause 9 of letter of appointment clearly contains this prohibition. There is no obligation for them to enter or make entries in the ledger of the Bank nor do they maintain any records of the Bank. The Agents do not work exclusively for the Banks. As no

educational qualifications age limit and medical tests are prescribed for these agents. It is not possible to take them as employees of the Bank. For appointment as employees of the Bank there are various restrictions and qualifications prescribed. The purpose of the regular employees of the Bank are utilised. Thus agents in any event earned substantial amount of about Rs. 1,000.00 per month for few hours work on each day and hence there is no justification for the demand for the various reasons mentioned above. The Tribunal may be pleased to pass an Award declaring that the petitioners are not entitled to any relief or benefit as claimed in the claim statement.

19. The counter filed by the Vysya Bank reads as follows—This Bank runs Praghathi Deposit Scheme and arrangements entered into with the commission agents clearly indicates that the Bank is the principal and the commission agents or agents they are not servant or employees of the Bank. The counter reiterates the various points raised in the other counters mentioned above and then states that these agents are not performing any work or duties as performed by the regular employees of the Bank. They are not required to have any knowledge of banking except to familiarise themselves with the Deposit scheme and the requirements of the Scheme. There is no check or supervision over their work. They have several banks which do for such deposit scheme and Praghathi is small part of deposits received by this Bank. There is no relationship of employer and employee. This commission agents are not workmen within the meaning of Industrial Dispute. They are also no under the disciplinary jurisdiction of the Bank. For the various reasons given above the Tribunal should be pleased to hold that these commission agents are not employees or workmen of the Bank and that they are not entitled to the scale, allowance and other service condition applicable to the regular employees of the Bank.

20. The counter filed by the Corporation Bank reiterates the various points raised in the counter of the Syndicate Bank and supplements the contention as follows :—This Bank runs Janta Deposit Scheme and the arrangements entered into with the commission agents and there is no relationship of master and servant, that this Scheme is operated through the regular employees of the Bank then the Bank would sustain very heavy financial loss. Hence the Bank engaged these commission agents to canvass and bring in deposits. The commission agents supplement their income by doing this work of collecting Janata Deposits. They do not work exclusively for the Bank. Thus commission agents are not workmen and they are not entitled to the benefits of the I.D. Act. They do not any regular duties of the Bank. The agreement clearly indicates that the Banks service rules are not applicable to these agents. For the various reasons the commission agents are not entitled to the reliefs asked for.

21. The counter filed by the State Bank of India in addition to reiterating the points mentioned in the counter filed by the other respondents and especially the Syndicate Bank mentions the following additional facts. The reference is totally misconceived and it is unattainable. It is not maintainable in law. This Bank runs the Janta Deposit Scheme and the agreement entered into with the General Deposit Collectors clearly indicate that they are not employed by the Bank of perform any skill or unskill, manual or clerical work in relation to their employment but they had only as agents and as representative for publicity. They do not function or control under the supervision of the Bank. They have no fixed hours of work. There is no relationship of master and servant, they are not workman as contemplated under the I.D. Act. The dispute is not an industrial dispute and hence the reference made is illegal and untenable. The reference made to the Tribunal does not reflect or correspondence made by the Janta deposit collectors before the Labour Commissioner or before this Bank. The Janata Deposit Collectors did not claim in their letter dated 1-3-1979 that they are entitled to pay scales, allowances and other service condition available to regular employees or clerical staff of the Bank. There is deviation between the original disputes raised and the disputes now referred to the Tribunal. They have not claimed in the claim statement that they are entitled to payment and allowances on par with the subordinate staff of the Bank.

22. The reference is not maintainable as the Union is not a representative Union. The Deposit Collectors work individually and on part time basis and they did not do any

clerical duties or cashier duties in the Bank. The proper record is maintained and retained with the Deposit Collectors in connection with agency as proof for claiming commission as per the records. They are not required to make any entries in the ledgers in the Bank or maintain any records in the Bank. It is not correct to say that they have to attend to the Bank every day. The terms and conditions of the contract of agency do not require these deposit collectors to work exclusively for the Bank. No person can be employed by the Bank on commission basis as there is a legal prohibition. Thus Deposit Collectors are Commission Agents pure and simple and they cannot be absorbed as clerks or cashiers.

23. In the counter filed by the Management of the Central Bank, all the contentions raised by the other Banks in the counters mentioned supra are reiterated and then it adds that the Central Banks runs Central Money Deposit Scheme and for this purpose agreements are entered into with the Commission Agents and there is no relationship of master and servant. Section 10 of the Banking Regulations Act 1969 prohibits a Banking Company from employing any person on the basis that he is remunerated by commission. These Commission Agents employed for making collection for the Central Money Deposit Scheme are neither employees of the Bank are they workmen. They are not entitled to the benefits of I.D. Act. They are merely agents and there is no relationship of employer and employee. The proforma document namely application for appointment as collection agent under the central money deposit scheme, order of appointment of A.C.A. the agreement between A.C.C. and the Bank clearly show that they are mere collection agents and not workmen of the Bank as contended by the Union. For the work done by the A.C.A. they are paid commission at 3% on the total amount collected during the month. The Money Deposit Scheme is not a part of any new modern banking technique. This scheme is introduced to inculcate the habit of saving small amount and with a view to solve the trouble of the depositors attending the bank. The A.C.A. have also power to authorise other persons to collect the deposit under his agency. This singular fact itself militates against the contention that there is no relationship of master and servant or employer and employee. The collection agents are not being paid any salary and they are only paid commission. They do not perform any work similar to the work done by the cashier and clerk in the Banks. The question of law of collection agents does not arise in view of the agreed terms. No deceptive devices are adopted to circumvent the legitimate income of the A.C.A's. The A.C.As are not staff members of the Bank. They are not entitled to receive any emoluments as per fixed pay scales. They are not entitled to any service condition that are applicable to the regular employees of the Bank. They are not entitled to any benefits claimed by them in the claim statement. The claim statement should be dismissed as unjustified.

24. The counter filed by the Andhra Bank reiterates the contentions raised by the other Banks and in addition to the following points are mentioned. The scheme of this Bank is the Bhagyalakshmi Deposit Scheme. The Bhagyalakshmi Deposit Collectors do not function under the control or supervision of the Bank. They are not amenable under the jurisdiction of the Bank. They are purely agents. They are not employees or workmen and they are not entitled to any claim of benefits under the industrial dispute. The various contentions raised by the different banks are reiterated in this counter. It is claimed that the reference is not tenable that the claims statement should be dismissed as unjustified.

25. The counter filed by the Canara Bank reiterated the contentions raised in the counter filed by the other Banks and in addition the following averments are made. Assuming that there is relationship of master and servant or employer or employee even then as these commission agents are engaged to canvass deposits for the Bank, they will not fall within the definition of workman contained in Section 2(s) of the I. D. Act. The Sales Promotion Employees (Condition of Service) Act, 1976 has not been extended to any other industry and it is at present applicable to Pharmaceutical Industry. Hence the Commission Agent cannot invoke the help of that Act. The Bank runs the Scheme called Nithiyandi Bala Deposit Scheme. These are meant to cater mainly to the common man. They are run with social objective and with a view to promote savings habit. Thus collection agents do

not make any entries in the ledgers of the Bank nor do they maintain any records of the Bank. No educational qualifications are prescribed for the employee as these commission agents while educational qualifications, medical test and various other things are prescribed for regular employment of the Bank. The commission agents are agents pure and simple and they are remunerated by way of commission for business promoted and brought in by them. The reference may be terminated.

26. The counter filed by the Tamilnadu Mercantile Bank Limited claims that the reference is totally misconceived and unavailing and it is bad in law. This Bank runs daily saving deposits scheme. There is no relationship of master and servant between the commission agent and the Bank. The counter reiterates the various contention raised by the other banks and claims that under the agreements there is prohibition for these agents to canvass for other deposits and from doing other duties on behalf of the Bank. For the various contentions raised in this counter, the reference may be terminated. The Commission Agents are not entitled to any benefits as prayed for by them.

27. After the reference was amended 37 Banks situated all over India were added as parties Annexure-II was added to the order of reference as per the Government of India Order dated 21-4-1983. Then a counter was filed on behalf of Indian Banks Association on 20th October, 1984, it briefly runs thus : There is no relationship of employer and employee between the Banks and the Deposit Collectors or Commission Agents. The Commission Agents or the Deposit Collectors do not have relationship of master and servant with the Bank. They function as Commission Agents and draw commission for the accounts canvassed and amount procured by them. Section 10 of the Banking Regulations Act prohibits a Banking Company employing any person on the basis of remuneration by way of commission. Under the law there is a general presumption that every person acting according to law. In the light of this presumption Banks must be taken to have not engaged these deposit collectors as employees. The Daily Deposit Schemes known by different names were introduced only with a view to inculcate the habit of small savings in the general public. The schemes are not at all profitable. The Supreme Court has laid down that employees engaged to promote the business of sales of employers do not fall within the definition of 'workman' as per I. D. Act. Without prejudice to the above contentions the Association submits the following replies for the claim statement and additional claims statement. The Deposit Collectors or Commission Agents work as per the contract. They collect the amounts from the Depositors and credit the same in the Bank. They act as coordinating agents between the Banks and its customers. There is no supervision governed by the Bank. Most of the deposit collectors or commission agents are persons who have normally vacations and do this work to supplement their income they do this on part time basis. The very nature of the agreements between the Banks and the Commission Agents are now sought to be questioned and the pleas are raised in contravention of terms of these agreements. The main purpose behind daily deposit scheme is not to make profit but to encourage the National Policy of building up small savings and encourage the habit of saving among the general public. The mere issuing of receipts of making entries in the Deposit Cards or the Pass Book does not make these agents employees of the Bank. The Banks have not retained the right to terminate their services, they only retain right to terminate the agreements. The Commission Agents are neither employees nor workmen as contemplated under the I. D. Act. They are also not governed by Banks Awards and Bipartite Settlements. The various claims made by the Federation are not tenable and they are liable to be rejected. The reference of this dispute for adjudication cannot bar the respondents from contending that the Petitioners are not workmen and that they are not entitled to the benefits of the I. D. Act. The various pleas raised in the counters of the Banks are reiterated. The Petitioners have no right to claim wages nor can they claim the right to regular employment. The All India Bank Deposit Collectors Federation is not a representative Union of the Tiny Deposit Collectors and hence it is not entitled to represent them in the I.D. The claim put forth by the Petitioners may be dismissed with costs and when necessary this Association may be given right to file an addition counter.

28. After the Indian Banks Association filed the counter common rejoinder otherwise titled as additional claims statement was filed on behalf of the workmen of the 11 Banks indicated in Annexure-I. It is not correct to say that the Sales Promotion Employees (Condition of Service) Act 1976 is not applicable to the workmen. The right of control for the Banks is very much there over these workmen. For small mistakes on the part of the Deposit Collectors Memos were issued by the Banks, some Managers even terminated the services of Deposit Collectors abruptly. The main grievance is that these agents are made to work without fixed hours. The Bank authorities regularly supervise their work and they are made to do all incidental work, which forms part and parcel of the business of the Bank. Many of the Deposit Collectors are having educational qualifications ranging from Matriculation to Graduation. It is not correct to say that there are many Deposit Schemes and Daily Deposit Schemes are not profitable to the Banks. Infact one illustration may be examined. The Adarsh Deposit Scheme in the Syndicate Bank in the year 1980 fetched total deposit of Rs. 120 crores. The total cost incurred for securing these deposits and interest paid on them and the servicing and stationery expenses are much less when compared to the interest yield from the amounts. Infact for contribution at the rate of Rs. 1.00 per day for five years amount is Rs. 1,825.00 and then gives the Bank a net profit of Rs. 34.65 recycling of interest collector quarterly etc. yield much more income. It is not correct to say that these schemes are not run on profit. The Andhra Pradesh Banks Commission Agent Union has the majority of Deposit Collectors as their members and hence it is an appropriate Union which can represent the workmen. Unless the Agents work as if they are whole time jobs they will not be able to collect all the amounts. The contention of the State Bank of Hyderabad that those Deposit Collectors did not claim in their representation to the Labour Commissioner that they are entitled to pay scales and allowances as regular employees is incorrect and misleading. Their grievance that they should be given proper service condition as per various Awards and Bipartite Settlements. They also claim that they should be paid commission at 3 percent on deposit collected in excess of Rs. 7,500.00 per month. This extra payment should be in addition to the normal pay scales. Award may be passed in favour of the workmen.

29. Then additional counters were filed by the individual Banks and all of them are similar. Hence the allegations in only one counter are being extracted for the purpose of completing the pleadings.

30. The various averments in the common rejoinder filed by the Union are not true. The pleas taken in the original counters are reiterated. The Deposit Collectors or Commission Agents are not the workmen or employees within the meaning of Section 2(s) of the I. D. Act. Sales Promotion Employees (Condition of Service) Act 1976 clearly stipulated that they should not draw remuneration in excess around Rs. 9,000.00 per year. That Act does not apply and even if it applies they are not workman within the meaning of Workman in the I. D. Act. There is a relationship of master and servant between the Banks and these agents. The agreements entered into with the individual agents laid down the terms and conditions of service and they are agreements executed into voluntarily out of free will. A perusal of those agreements clearly indicates that the Banks Service Rules are not applicable to the agents or Commission Agents or Deposit Collectors. The allegation that they are expected to do bank operation and in connection with the Bank is not true. It is not correct to say that they are doing whole time job as commission agents or deposit collectors. If these people are to be absorbed of deposit employees the Banks would be having heavy financial burden. Thus Deposit Collectors and Commission Agents are not entitled to get any benefit or service condition as per the various Bank Awards and Bipartite Settlements. They are not entitled to pay scales allowance and special allowances etc. on par with the regular employees. The reference may be dismissed.

Industrial Dispute No. 108/84

31. The Government of India, Ministry of Labour and Rehabilitation by its Order No. L-12012/159/84-D.II (A) dated 14-12-1984 referred the following dispute under Sections 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 between the employers in relation to the

Management of Indian Overseas Bank, Madras and their workmen to this Tribunal for adjudication :

"Whether the action of the Management of Indian Overseas Bank, Madras in discontinuing the services of Sri P. V. Srinivasan Thrift Deposit Collector, Karunadichellipalayam Branch after 13-9-83 is justified? If not, to what relief is the workmen concerned entitled?"

This industrial dispute has been referred to this Tribunal under Order dated 14-12-1984 and it was received by this Tribunal on 21-12-1984 and numbered on the same day as Industrial Dispute No. 108/84.

32. The claim statement in brief runs thus : Sri P. Srinivasan (hereinafter called the workman) was working as Thrift Deposit Collector at Karumandi Challipalayam Branch of Indian Overseas Bank. He was issued an Identity Card and he performed regular duties. By letter dated 13-9-1983 the Bank informed the workman that as per the instructions from the Banks Regional Office, his services were discontinued with immediate effect. He was directed not to collect Thrift deposits. The letter dated 13-9-1983 terminating the services of the workman is arbitrary, illegal and void for various reasons. Under the Scheme of Thrift Deposit, Deposits Collectors are employees of the Bank. There is relationship of master and servant between the Bank and the employee. He is just like any other employee of the Bank. The Bank exercises excess control over the Thrift Deposit Collectors. The collection of deposit is part and parcel of the Banking business. The Thrift Deposit Collectors augment the deposits of the Bank by dint of hard and efficient work. There is relationship of master and servant and employer and employee between the Bank and the Thrift Deposit Collector. The various awards and Bypartite Settlements applicable to the Bank employees are applicable to the Thrift Deposit Collectors also. The Thrift Deposit Collectors can be removed or terminated from service only in accordance with awards and settlements. The so-called letter of termination violates Section 25-F of the I. D. Act. It also violates Section 25-G of the I. D. Act. Many persons who were junior to this workman are continuing. The services of this workman were terminated abruptly arbitrarily without assigning any reasons. The Tribunal may be pleased to pass an award holding that the non-employment of P. V. Srinivasan is unjustified and direct his reinstatement with back wages and continuity of service. This claims statement was actually filed into the Tribunal on 7th August, 1985.

33. The counter filed by the Management briefly runs thus : At the outset the management disputes the relationship of master and servant and employer and employee pleaded by the workman. Sri P. V. Srinivasan was never a workman under the Industrial Dispute Act. People like P. V. Srinivasan who was appointed as Thrift Deposit Collectors are not workmen within the ambit of I. D. Act. They are not employees of the Bank. Issuing an Identity Card and paying cycle allowance does not convert Thrift Deposit Collector into a regular employees. The Management rightly directed the Deposit Collectors not to collect any further deposits w.e.f. 13-9-1983. There was no termination of any service. It is merely exercising a right under the terms of appointment of Sri P. V. Srinivasan. It is not correct to say that the letter dated 13-9-1983 terminates the service of workmen. He is neither a workman nor an employee of the Bank. The Bank is authorised to start and close any deposit scheme and it is purely policy matter to be decided by the Bank. The Deposit Collectors are not paid any salary but they are paid commission at rates prescribed by the Scheme. The Bank is guided by various factors in starting or closing a Scheme. The direction to P. V. Srinivasan to stop collecting Thrift Deposit does not amount to termination. It is open to the Branch to operate any Scheme in certain branches and close it in certain branches. The making of a Security Deposit by the deposit collectors does not alter his relationship to the Bank to one of master and servant. Similarly offer of a cycle allowance to the Deposit Collectors does not confer him into an employee or workman of the Bank. He is entitled to commission on the amounts collected as deposits. The loss of remuneration, if any, is for non-depositing amount collected by him. The Bank is entitled to terminate the agreement under which the deposit collector has been appointed and to withdraw the scheme at any time. The Thrift Deposit Form

is a very insignificant amount compared to the total deposit of the Bank. There is no relationship of master and servant between the Bank and the Thrift Deposit Collector. There is no regular attendance, there are no fixed hours of work and there is no supervision for grant of leave, casual earned or medical to the Deposit Collectors. They are not entitled to any Provident Fund or Gratuity. He is not liable to transfer from one Branch to another Branch. These clearly indicate that he is not an employee of the Bank. He is only an Agent who is entitled to be remunerated by way of commission for the Deposits collected. His is not governed by any service rules or conduct rules of the Bank which apply to other regular bank employees. In short the Bank has no administrative control over him. There is no termination of any services of workman as alleged in the claim statement.

34. The allegation that the services were terminated for the alleged misconduct is categorically denied. The Bypartite Settlements and the Bank Awards do not apply to the Deposit Collectors. The termination is proper and just and it is according in terms of appointment. There is no question of violation of Section 25-F and Section 25-G of the I. D. Act. The fact that the Scheme is in force does not give any right to the Deposit Collectors to continue to work for the Bank. The allegation that his services is arbitrarily terminated is not correct. A dispute of the similar nature is pending in this Tribunal as Industrial Dispute No. 14 of 1980. Hence this dispute may be diseased of along with I. D. No. 14 of 1980.

35. In this batch of cases Sri K. Narasimham led the arguments on behalf of the workers and most of the other Advocates adopted his arguments. In brief his arguments are as follows :—The various banks have given different designations to this small deposit collectors. Some of them called as Commission Agent, some of them called as Deposit Collectors. Though no qualifications are prescribed they must all be able to read and write and maintain registers and fill up forms. Everyday they are expected to do work on behalf of the Bank and outside the Bank and they should attend the Bank daily. The Scheme was started by the Syndicate Bank under the name and title Pigmy Deposit Scheme and later adopted by all banks. The workers contend that they are workmen of the Bank as per the definition of 'Workman' under the I. D. Act prior to the amendment of the Act by Act 46 of 1982. They do both clerical work as well as manual work. They do work on behalf of the Banks and they issue receipts for collection on behalf of the Bank. Their efforts and energies are for the enrichment of the Bank. Their efforts have largely contributed to the growth of the Banking habit among the general public especially the lower income groups. As this is an Industrial Dispute. We do not attach much importance to the clauses of the Agreement entered into with Deposit Collectors. Some of the clauses in these Agreements are deceptive and some are opposed to the public policy. We have to go by the statutory provisions and the several sections of the Act and the decisions of the Courts clearly indicate that these Deposit Collectors known by different names are employees or workmen of the Bank. The Supreme Court has gone to the extent of classifying even piece rated, part time employees as regular employees when there is a right of control or supervision. The right to control is not the only test to decide the relationship of master and servant. 1974 S.C. page 37 (Silver Jubilee Tailoring Works) and 1984 S.C. page 23 (Shiling Telex v. J. T., U.P.) are two leading authorities which clearly indicate that these deposit collectors are employees of the Bank. Sri Narasimham contends that the crucial test is whether the Bank has the right to control the work of the Deposit Collectors and whether it has the right to reject the particular amounts collected by the Agent. For failure to do work they are liable to be terminated. Thus Banks exercise control and supervision over their work. In the very nature of duties prescribed for them there is no question of direct supervision to look after collection nor there can be fixed hours of work for these Agents as they depend upon the convenience of the customers which will change from place to place and locality to locality. Clause 10(b) of the model agreement clearly indicate that everything is loaded in favour of the Management. Such a clause gives control to the Management over the Deposit Collectors. The clauses are one sided. This is mainly because the bargaining power of the parties is unequal and hence the employer class is at a disadvantage. It is the general contention of the Deposit Collectors or Commission Agents that they are not bound by the terms of the contract which is one



sided. Though the designation is one of Agent the work done is that of an employee. Sri Narasimham contends that totality of the agreement and the totality of the duties has to be seen to arrive at the nature of the relationship between parties in matter of this nature. The Industrial Tribunal can go beyond the terms of contract and pass award reasonably to do justice between the parties. It is not the duty of the Tribunal to merely administer the existing contracts. It can deviate from the terms of contract.

36. On behalf of the Management Sri B. K. Seshu representing the Indian Banks Association argued that according to the Banks this Industrial Tribunal has no jurisdiction to entertain this dispute for various reasons. This Industrial Tribunal's jurisdiction is confined to the State. It cannot traverse beyond the limit of the State as it is not a National Tribunal. The Deposit Collectors or Commission Agents are not workmen and hence Industrial Disputes Act has no application. The Government of India referred the Industrial dispute to the Tribunal, the reference is one of equation of job and salary with regular clerical staff. The Government of India does not treat them as workmen, they are described in the reference only as Commission Agent. The claimants have asked for enhancing remuneration and certain perks in fact they never claimed they are regular employees or workers of the Bank. He also points that non-prescription of any age qualification and non-prescription of educational qualification and all types of people being eligible to take up this work is an indication that they are not regular employees. The Commission is paid on the basis of the amount collected and deposited. The very clause that enable the Commission Agent or Deposit Collectors to employ a substitute or an assistant destroys the relationship of employer and employee. The special or other benefits which are available to regular employees are not available to these Deposit Collectors. The Scheme of Pigmy Deposit or small Deposit collections is to encourage the habit of thrift. It is not started with the object of Banks making profits. The Scheme can be started at any time and stopped at any time according to the pleasure of the Bank. Now in most of the Banks this Scheme is not in existence. In several Banks the Scheme was in operation in some branches and not in all branches. The very fact that the Deposit Collectors are entitled to do other work while working as Deposit Collectors hits at relationship of master and servant. There is no supervision or control at any stage of the Deposit Collectors functioning. Sri. B. K. Seshu further contends that the acceptance of the post is voluntary. In the case of regular employee, there is no volition or option for the employee. A servant or an employee should work under the direct control and supervision of master and should obey the orders of the masters. This is totally absent in this case. The total functioning of the Scheme has to be seen to decide whether the Deposit Collectors are employees or not. The Scheme itself came into existence because of Section 10 of the Banking Regulations Act, 1949 Previously Bank employees themselves were getting deposits and they were paid commission.

37. Sri T. Venugopal Reddy for the State Bank of Bikaner and Jaipur Banks contends that this Bank has branches in Andhra Pradesh but it has no Pigmy Deposit Scheme operating in Andhra Pradesh. In this dispute the Commission Agents desire to be treated as regular employees. This cannot be permitted because they are free to pursue any avocation of their choice unlike regular employees. They can take up this work along with other jobs or business and they are not exclusively employed for the work of the Bank. It is more a source of an additional income. The very payment of commission destroys the theory of master and servant, they are not paid salary while salary alone is payable to regular employees. There is no disciplinary jurisdiction over the Deposit Collectors. The Bank can only terminate erring deposit collectors. The Bank employee transacts business in a particular premises for which a licence is granted. These Commission Agents do most of their work outside the Bank premises. Thus Deposit Collectors have no access to books of account if the Bank, that privilege belongs only to regular employees of the Bank. In the books of account of the Bank these Deposit Collectors do not make any entries. Their attendance at the Bank premises is only to ensure that the deposits collected by them are promptly and correctly remitted into the Bank. Normally their work is completed in a short period of 15 minutes or 1/2 hour. They do not stay in the Bank premises after the work they go to the Bank every day.

38. Sri P. L. N. Sharma appearing for the Indian Bank adopted the arguments of Sri Venugopal Reddy and Sri B. K. Seshu and further argued that the various witnesses themselves admitted that they get only commission but not wage or salary. There is no relationship of master and servant between the Bank and these Deposit Collectors. The Bank never assured employment in Bank services for the Deposit Collectors. He also urged that while the regular employee of the Bank is transferred from place to place and from Branch to Branch. The Deposit Collector can never be transferred. The various advocates who argued in the matter have relied upon various decisions which I will have occasion to refer to at a later stage.

39. Sri K. Srinivasa Murthy appearing for the State Bank of Hyderabad, Bank of Baroda and Andhra Bank contends that the order of reference specially refers to demand of agents or deposit collectors. They are seeking relief as Commission Agent and not as employees. The question whether they are workmen or not does not arise at all. The Government itself decided that they are not workmen. It is not their claims that they should be absorbed in the service of the Bank they only claim scale of pay and privileges. In effect they ask for change of terms and conditions. Virtually they are asking for these agreements to be modified. This Industrial Tribunal cannot decide this question. It is a matter of contract entered into between Bank and its Agents. It has necessarily to go before the Civil Court the civil courts cannot create or alter the terms it can only enforce the existing contract. On the basis of the order of reference this Industrial Tribunal cannot grant any relief in this matter. The framing of the issues is not correct. The Tribunal cannot go beyond the terms of reference. It is jurisdictional fact. Here the only action which the Bank can take is to stop contract and give it to another person. There is no question of disciplinary action being taken, the right to take disciplinary action is most important ingredients of relationship of master and servant. Sales Promotion Employees conditions of Service Act, 1976 was enacted. Medical representatives and Salesmen are not workmen. Similarly the Deposit Collectors cannot be treated as workman. Under the guise of social justice terms and conditions can be improved but no relief can be granted in an industrial dispute of this nature on the ground of social justice. Under the guise of social justice Industrial Tribunals cannot become a benevolent to despoils. Reference made is illegal. Sri K. Srinivasa Murthy further contends that several of these Banks have registered office outside the State, many of them do not operate pigmy Deposits. Only the National Tribunal can deal with these cases. Under Section 7-B (iii) of the I.D. Act only a person who is and has been Judge of a High Court can alone preside over the National Tribunal. As this Tribunal is not presided by a person who satisfies Section 7-B (iii). This Tribunal is not entitled to decide the matter. The scope of reference is limited and on merits there is no case for granting relief.

40. By way of reply Sri K. Narasimham contends relying upon 1986 S. C. Page 1571 that the Banks come under the definition of State and termination of service without giving reasons and notice is hit by Articles 14 and 16 of the Constitution. It is open to the Tribunal to strike down unequal clauses. A weaker party has to be helped if person with an advantage forces unequal contract on the weaker party. After the amendment of Section 7-A in 1984 there is no prohibition to refer any dispute of this type to the Industrial Tribunal. It is open to the Government of India to refer the dispute either to National Tribunal or to Tribunal constituted under Section 7-A. 1984 amendment expands the scope of Section 7-A. While Section 7-A is mandatory and is of wide scope, Section 7-B is only an enabling provision.

41. In the light of the above arguments we have to adjudicate the industrial disputes referred to this Tribunal.

42. While the reference in I.D. No. 108/84 relates to only one Thrift Deposit Collector of the Indian Overseas Bank and it deals with justification for discontinuing his services as Thrift Deposit Collector. The reference in I.D. No. 14 of 1980 is of a wider amplitude. The reference reads as follows :

"Whether the demand of the Commission Agent or as the case may be Deposit Collector employed in the

Bank listed in the Annexure that they are entitled to pay scales, allowances and other service conditions available to regular clerical employees of those Banks is justified?

If not, to what relief are the workmen concerned entitled and from which date?"

The scope of the reference was subsequently amplified by adding another 37 Banks in Annexure II to the 11 Banks mentioned in Annexure I.

43. As can be seen from the pleading and the rival contentions of the parties the main question that will have to be considered is whether the Deposit Collectors or Commission Agents or Laxmi Sevaks known by different names in different banks are workmen as defined under the Industrial Disputes Act. Whether these people are employees and whether there is a relationship of employer and employee between the Bank and these collectors or commission agents. It is the claim of the Management that these people are only commission agents and their service conditions are prescribed by the agreement entered into by them with the Banks. Its claim that there is no relationship of master and servant and employer and employee. They are not workmen within the meaning of Section 2(s) of the I.D. Act. I shall now consider the voluminous oral evidence and documentary evidence adduced and the legal position as enunciated by different decisions to find out if these deposit collectors or commission agents by whatever name known are employees or workmen and if they are entitled for adjudication of the industrial disputes.

44. Under the Industrial Disputes Act Section 2(s) defines a "workman". Workmen means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled technical operational supervisory or clerical work for hire or reward whether the terms of employment be expressed or implied and for the purpose of any proceeding under this Act in relation to industrial dispute, includes any such person who has been dismissed or discharged or retrenched in connection with or as a consequence of that dispute or whose dismissal, discharge, or retrenchment has led to that dispute, but does not include any such person—

(i) XXXXXXX

(ii) XXXXXXX

(iii) XXXXXXX

(iv) XXXXXXXXX"

It should be remembered that this definition is a very very wide definition. It does not bring in any distinction between the part-time employee and full-time employee. If the person does manual, skilled or clerical work or supervisory work, he comes within the ambit of "workman". It is in the oral evidence that the work done by these deposit collectors is both manual as well as clerical. It is manual to the extent that they have to go from place to place and from depositor to depositor to collect the deposits. It is clerical because they have to fill up various forms cards and pass books every day. For each day's collection on the next day morning they have to report to the Bank and then after filling up various forms and various registers and pass books they have to deposit the amounts collected and get it credited. It is now in the evidence that many of these deposit collectors are made to do other sundry work of clerical character in the Bank. W.W2 R.S.K. Sastry of Syndicate Bank who speaks about the Pigmy Deposit Scheme and the nature of duties clearly states that the work done at the Bank is clerical work. He has put in 40 years' service as Pigmy Deposit Collector. W.W4 Sri P. Punuswamy of the Central Bank clearly mentions that the duties are contractual as per the agreement but the nature of duties is both manual and clerical. W.W5 K. Srinivasan categorically stated that in addition to the work he has to do as per Ex. M85 agreement he occasionally goes with the Manager and Sub-Managers to get deposits for the Bank to fulfil targets. He categorically deposed that he is presumed that he is award staff and he conducts himself as such. W.W6 A. R. Chandrasekharan of Catholic Syrian Bank of the Tiny Deposit Scheme clearly stated that the work done by the cashier and

deposit collector is the same. Several of the workers witnesses have clearly stated that they have carried out instructions given by the Manager and Management. They are under the control of the Manager of the Bank. It is now admitted by the Management witnesses that under the various clauses of the agreement the Bank has right to give instructions and the Bank has the right to supervise their work and control their work. Most of the witnesses have stated that though their legitimate duty at the Bank every day may take about one or two hours, sometime they have to stay in the Bank for much longer periods to do customers service for the Tiny Deposit Holders, especially in getting their loans and advances and to help them in closing the accounts. W.W13 V. Rama Rathinams of the Indian Bank clearly admits that initially the deposit collectors have to make entries in the ledgers also and the Manager was supervising their work. He also stated that they canvass fixed deposits for the bank and infact he collected Rs. 4 lakhs and odd as fixed deposit in one year and he is given a letter of commendation Ex. W51. Sri P. Pereve Kutti, (W.W19) of Nedungadi Bank asserts that the work is both manual and clerical. It is also admitted in Nedungadi Bank the Tiny Deposit collections are made by the employees of the Bank. All these witnesses who have given evidence on behalf of the workers have categorically stated that the agreements taken from the Deposit Collectors are one sided and that the Bank reserves the right to unilaterally closed the accounts of the scheme and they also reserve the right to change the rate of remuneration. These witnesses claim that they know the entire work of the cashier and they can do the work of a cashier of the Bank.

45. On behalf of the Management several witnesses have admitted that the deposit collectors will have to work as per the rules and guidelines. The pigmy desk guide gives rules and the guidelines which have to be followed by the Pigmy Deposit Collectors of the Syndicate Bank. This is in addition to the agreement. The witness also admits that under Ex. W-105 the Deposit Collector has to act as per the orders and instructions of the Manager. Comparing and contrasting the duties of the cashier and the Tiny Deposit Collector he states that while a regular employee is the custodian of a single lock key and does jobs of tallying collections and issues at the end of the day. He also has responsibility to bundle up notes and keep them in safe custody. While that work is not done by the Deposit Collectors. He admits that some of the duties of the cashier and deposit collectors are identical. M.W2 B. K. Sabrawal, Punjab National Bank clearly states that some of the duties of the cashier in the Bank are identical with that of the duties of the Deposit Collectors but a Cashier in the Bank can both receive and pay but the Deposit Collector cannot pay. The Cashier can be entrusted with various other duties and the strong room but these duties cannot be entrusted to Deposit Collectors. He summarises in his evidence as follows:—Duties of Deposit Collectors are similar to duty of cashier in the Bank to a limited extent. M.W4 Sri K. Arundam Krishna of Indian Overseas Bank deposes that Cashier and Deposit Collector have some similar functions but Cashier has wider duties. He admits that the Bank has a right to supervise the work of the Deposit Collectors and it periodically checks the work of the deposit collectors.

46. Thus it is clear that these deposit collectors perform duties but Cashier has wider duties. He admits that the Bank duties are similar to the duties of the cashier in the Bank. They work as per the terms of the agreement and they also do work as per the instructions and guidelines given by the Manager of the Bank. They are subject to supervision and control. Of course in the day-to-day collection work there is no continuous supervision over their work and they have entire freedom to do the work according to their convenience. In this background we have to see whether the Tiny Deposit Collectors satisfy the definition of workmen as given in Section 2(s) of the I. D. Act. In 1974 S.C., page 37 (SILVER JUBILEE TAILORING HOUSE v. CHIEF INSPECTOR OF SHOPS AND ESTABLISHMENTS) lays down that the right to control the manner of work is not the exclusive test for determining the relationship of employer and employee and it is also to be considered as to who provides the equipment and tools and who has the right to reject the end-product if it does not conform to the instructions of the employer and the element of control and supervision of the employer has also to be seen. The decision also goes to the

extent of saying that the fact that the employees do work for more than one employer and that they are not exclusive employees of the proprietor of the shop does not take them away from the relationship of employer and employee. In para 37 and 38 the Supreme Court held that they need not be exclusive employees of the employer. In fact in the present industrial dispute much stress is laid by the Management on the fact that under the agreement the Tiny Deposit Collectors are entitled to do other work and hence they are not exclusive employees of the Bank. In 1977 Lab. & Industrial Cases page 1594 (RAJARAM ROKAL v. SHRIRAM) lays down that piece rate paid Carpenters working under the supervision of the employer and work as per the specification and specific directions of employer they are employees and the relationship of master and servant existed between them. They are workmen. As early as 1956 (1) I.L.J. page 139 (KESAVA PIDDAR v. WORKMEN) while deciding whether a particular person is a workman or an independent contractor. The Labour Appellate Tribunal of India held "where the Management has some measure of control and can regulate the action of the employee during the time he is engaged in doing the work then and there the relationship of master and servant is established." The Tribunal dealing with a case of Gold Smith employee to prepare jewels within time limit as per the specification and instructions and they were being paid on the quantum of work turned out. The Tribunal held that they cannot be considered an independent contractors and they should be held to be workman under the persons employing them. The facts of this particular decision apply on all four to facts of the present case. 1957 S.C. page 264 (D. C. WORKS LTD. v. STATE OF SAURASHTRA) dealing with the test to determine the master and servant relationship observed that the nature or extent of control which is requisite to establish the relationship of employer and employee must necessarily vary from business to business and is by its very nature incapable of precise definition. The correct method of approach therefore would be to consider whether having regard to the nature of work. There was due control and supervision by the employer. A person can be a workman even though he is paid not per day but by the job. This decision for the first time laid down that piece rated workers are also employees and workmen. When there is ample proof of supervision over their work and control over their work. In 1978 S.C. page 1410 (HUSSAIN BHAI v. ALATH FACTORY TEZHILALI UNION). In this decision the Supreme Court held that even workers who worked through an intermediate contractor are employees of the main employer if the main person has power to choke off and has economic control over the work. At para 5 the Court observed as follows :—

"Who is an employee is a die hard question.

"The true test may, with brevity be indicated once again. Where a worker or group of workers labours to produce a goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill and continued employment. If he, for any reason, chokes off, the worker is, virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship contract is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like, may be resorted to when labour legislation casts welfare obligations on the real employer, based on Arts. 38, 39, 42, 43, and 43-A, of the Constitution. The Court must be as true to avoid the mischief and achieve the purpose of the law and not be misled by the maze of legal appearances."

1987 I.F.I.R. page 164 is the most recent decision on this aspect. In this decision the Madras High Court has

laid that appraisers who are engaged on part time basis for specific purpose and who are paid half wages have to be treated as regular employees of the Bank. Approving and following the decisions of the Supreme Court in 1957 S.C. page 26 (D. C. Works Ltd. v. State of Saurashtra) and 1974 (2) F.I.R. Page 350 and 1978 (37) Factory Labour Reports, page 136 i.e. 1978 (II) I.L.J. page 397 (Hussain Bhai, Calicut v. Alath Factory Thoshilali Union) came to the following conclusions—(1) not only the nature of work discharged by the appraisers but the terms and conditions under which they were engaged by the Bank will have to be looked into. Ex. M4 one such agreement of 1976, business hours of the appraisers was the business hours of the Bank. They give a certificate after appraising the jewellery given to them vouchsafe the correctness regarding the value, quality and quantity and if any loss occurs to the Bank due to wrong assessment they will have to indemnify for which indemnity bond is also taken. They are paid with reference to only professional charges by way of commission at the end of the month and amounts collected for them are kept in appraiser fee collected account. Their duration of service shall be for one year and renewable from time to time. They are paid at the rate of 10 paise per Rs. 100 with minimum of Rs. 1.00 alone and also paid a monthly minimum commission of Rs. 150.00. Their names are not found in the muster rolls and they are not subject to disciplinary action. .... without appraisers certificate Bank cannot advance loan and therefore their services are indispensable and they are expected to work four hours. Their place of work is Bank premises and they are not allowed to take jewels to their houses for appraising them. And they cannot do business privately within the business hours of the Bank or in claimants premises. .... On such evidence placed before the Tribunal it held that appraisers are part time workmen of the Bank and it is not as if on no evidence such a finding had been arrived at. The Court further observed that in a Writ Proceedings the findings of fact arrived at by the Tribunal cannot be challenged. Though no muster roll is maintained though they are paid on piece meal basis. They have to be treated as Part time employees and they are entitled to half wages and benefits like regular clerical staff of the Bank.

47. There are several similarities between this decision and the facts of the present industrial dispute. The Tiny Deposit Collectors are almost akin to the appraisers considered in that case. In such circumstances there is ample judicial authority to hold that these people are workmen and that they are employees of the Bank and there is relationship of master and servant, they are not considered to be independent contractors or Agent simply because agreements are obtained from them; does not mean that they are agents as described in the agreement. It should also be remembered that these agreements are unilateral and all the terms of the agreement are in favour of the Management of the Banks. Considering the oral evidence and the judicial pronouncement I hold that these Tiny Deposit Collectors known by whatever name are workmen and that there is relationship of master and servant between the Bank and these Deposit Collectors. They come within the definition of 'workman' under Section 2(s) of the I.D. Act.

48. It is argued on behalf of the Management that no qualifications are prescribed for these agents though it is expected that they should be conversant with English and that they should be able to fill up necessary forms and make entries and prepare the returns. One of the witness for the Management has stated that minimum required is passing the Middle School i.e. 8th Class but the evidence reveals that there are several Graduates and several matriculates working as Tiny Deposit Collectors. They have been doing the work which the cashier in the Bank normally does. They are quite competent as far as the work entrusted to them is concerned. Several of the witnesses for the workers have stated that they have even maintained ledgers in the Banks and they were making entries in the Banks accounts because in some places they are no separate clerks to do the work and in some place they were made to do the work on the oral instruction of the Managers.



49. It is contended on behalf of the Management that knowing fully well the terms of the agreement. The Deposit Collectors joined as Deposit Collectors to work as Agents and now it is not open to them to come forward with the claim that they are employees of the Bank or they come within the definition of 'workman'. It is claimed that the relationship between the Bank and the Deposit Collectors is one of principal and agent and not that of master and servant or employer and employee. It should be remembered that at the time of taking the agreements the Deposit Collectors are at a disadvantage. Unemployed people come to the Bank seeking some avenue of employment or seeking some source of livelihood, taking advantage of that situation unilateral agreements have been entered into by the Banks. Now taking advantage of the unilateral agreement the Banks have been exploiting these people by making them to do several duties which are outside the scope of the agreement. Many of them have collected deposits for the Bank but except issuing certificates of commendation and encouragement, no remuneration has been paid for such work. No commission was paid for the fixed deposits secured by these people. Many of the deposit collectors who as admitted by the Management are influential people in the localities, have canvassed deposits and introduced the Bank to various customers and secured deposits. They have not been remunerated for any of these works.

50. The Banks retains the right to alter the rate of commission and they also retained the right to fore close the deposits. It can straightaway be said that this type of unilateral rights under the agreement are opposed to law. The parties did not contract on equal terms, one party is at an advantage and in domineering position. In fact some of the Banks have abruptly closed the deposit scheme and thereby put to peril the Tiny Deposit Collectors. Some Banks have revised the scheme and reduced the rate of commission thereby reducing the remuneration that can be earned by the deposit collectors. Thus in every respect these deposit collectors have been exploited by the Banks.

51. Another argument advanced on behalf of the Management is that these deposit collectors are part time employees and they are not exclusively employees and no age restrictions or qualifications are prescribed for their appointment. Hence they cannot be treated as regular bank employees who have to undergo process of selection and be subject to regular discipline and control of the Bank. It is claimed that under no circumstances can these deposit collectors can be equated to regular bank staff as they have never qualified themselves in any recruitment examination and they do not conform to the regulations governing recruitment to the various cadres of the Bank. It is true that quite a large number of aged people and retired people and ex-service-men have been appointed deposit collectors. According to the evidence of MW2 the main criterion for appointments of deposit collectors is integrity, resourcefulness and influence in the area. They should have completed 18 years of age and they should be conversant with the English language and be above to fillup the various forms. Some of the Banks have prescribed educational qualifications also. Though originally pass in 8th Class was minimum educational qualifications prescribed. Subsequently several matriculates and Graduates were employed as Deposit Collectors. It should be remembered that in regular bank staff also there are several non-matriculates working as sub-staff and there are several matriculates and graduates working as Cashiers Clerks and Typist. When these people are conversant with the normal work of the Bank Clerk and when they are capable of discharging duties of cashier and clerks one fails to understand why they cannot be equated with cashiers or clerks of the Bank. Several of the workers witness have categorically deposed that their objective of joining as deposit collectors was ultimately to be absorbed as regular staff members of the Bank. In fact under an agreement Nedungudi Bank has reserved certain number of posts for Deposit Collectors. Some of the Sweepers who were literate and willing to work as Deposit Collectors were also transferred as deposit collectors. In my considered opinion there is no un-surmountable difficulty for considering the claims of these deposit collectors for the post of sub-staff clerks and cashier. The Banks can certainly frame rules and prescribe the necessary educational qualification and then giving exemption of the age, conduct an examination and absorb these people in the posts of sub-staff if they

are matriculates and below and in the post of clerk, if they are passed matriculates and graduates. In fact with a little training they might prove much more efficient than newly recruited clerical staff because they are fully conversant with the maintenance work in the Bank and they know how to write the various registers and accounts.

52. It is argued on behalf of the Management that from the reference itself it is clear that the deposit collectors or agents are only claiming pay scales and allowances and other service conditions available to regular clerical employees, in effect they are only asking for modification of the agreements but they have not asked to be treated as regular employees. They never asked for being absorbed as employees. Sri K. Srinivas Murthy sarcastically put it in the following words "under the guise of social justice the Industrial Tribunal cannot become benevolent depts". If we examine this argument in the light of the evidence given by the various witnesses and the claims made by them in the claims statement and the reference we find that they are not only asking for mere modification of the agreement terms but they are asking to be treated as regular employees of the Bank and they claim that they are entitled to pay scales, allowance and other service conditions available to regular clerical employees of the Bank. The modification asked for by the workers goes to the extent of indicating that they should be treated on par with the regular employees and they should be absorbed as regular employees of the Bank. It is not merely modification of certain terms of the agreement. The modification asked for is a total change. In fact several of the worker witnesses have categorically deposed that their objective in joining as deposit collectors is to be ultimately absorbed as regular staff of the Bank.

53. It is urged by Sri K. Srinivas Murthy that this Tribunal which is only a State Industrial Tribunal is not entitled to decide this dispute and that only a National Tribunal can adjudicate on this industrial dispute. He claims that the Presiding Officers of this Tribunal do not satisfy the requirements of Section 7-B of the I.D. Act. This argument is met by the workers representative and by Sri K. Narasimham on the ground that after Amendment of Section 7A the scope of Sec. 7A is enlarged and it is open to the Central Government to refer any dispute to a State Tribunal constituted under Section 7A of the I.D. Act and it need not necessarily refer the dispute to a National Tribunal. Sri K. Srinivas Murthy also argues that as the present industrial dispute, covers Banks situated in different States a National Tribunal alone can adjudicate the matter and State Industrial Tribunal acting for the Central Government Industrial Disputes cannot adjudicate this matter.

54. To appreciate the argument raised by Sri K. Srinivas Murthy and reply given by Sri K. Narasimham we have to bear in mind a few relevant dates and the changes in the Industrial Disputes Act that have come into force recently. The original reference relating to eleven Banks mentioned in Annexure I was made by the Central Government by its letter dated 3-10-1980. Subsequently the scope of the reference was enlarged by adding 37 other Banks mentioned in Annexure II and these 37 Banks were also made parties to the dispute that is pending. This was done by letter dated 21-4-83. Subsequently while the matter was still pending I.D. No. 108/84 was referred to this Tribunal by letter dated 14-12-1984. It should be remembered that by the date of letter dt. 14-12-84 which constitute the reference in I.D. No. 108/84 Act 46 of 1982 has been passed and the amendment introduced by that Act came into force w.e.f. 21-9-1984. We have to see what exactly is the law at the time of the reference and what exactly is the scope and effect of the amendments.

55. It should be remembered that I.D. Act is a special enactment and mostly deals with substantive law and also deals with the procedure necessary for adjudicating the disputes. Chapter II deals with authorities under the Act. Section (3) deals with Work's Committee. Section 4 deals with Conciliation Officers. Under Section 4 it clearly lays down that a Conciliation Officer may be appointed for a specified area or specified industries in a specified area or for one or more specified industries and he can be appointed permanently or for a limited period. Section 4

is the only section in the Chapter which deals with territorial jurisdiction. Section 5 deals with Boards of Conciliation and the appropriate Government can constitute a Board of Conciliation for promoting the settlement of an industrial dispute. Section 5 does not speak of any territorial jurisdiction. It only mentions that the appropriate Government may by notification constitute a Board. Section 6 deals with Courts of enquiry. This section also mentions that the appropriate Government may by notification constitute a Court of enquiry for enquiring into any matter appearing to be connected with or relevant to an industrial dispute. This section does not speak of territorial jurisdiction limits. Section 7 deals with Labour Courts. This section is also silent about the territorial jurisdiction. It contemplates that the appropriate Government may by notification in the official gazette constitute one or more Labour Courts for adjudication of industrial disputes relating to any matter whether specified in the Schedule and for performing such other function as may be assigned to them under this Act. Section 7A deals with Tribunals. Section 7A mentions that the appropriate Government may by notification in the Official Gazette constitute one or more Industrial Tribunals for the adjudication of industrial disputes relating to any matter whether specified in the Second Schedule or the Third Schedule. By virtue of the Amendment Act 46 of 1982 which came into force on 21-8-84 the following words were added to Section 7A(1):

“and for performing such other functions as may be assigned to them under this Act.”

Thus we find that the scope of Tribunals has been enlarged by reason of the Amendment that came into force on 21-8-1984. Section 7 does not mention about the territorial jurisdiction limits of the Industrial Tribunals. It only mentions that the appropriate Government may by notification in the Official Gazette constitute one or more Industrial Tribunals for adjudication of industrial disputes. When Section 7A was amended Section 10(1)(d) of the Industrial Disputes Act was also amended. The Third proviso to Section 10(1)(d) was introduced by Act 46 of 1982 and it came into force on 21-8-1984. That proviso reads as follows:—

“Provided also that where the dispute in relation to which the Central Government is the appropriate Government, it shall be competent for that Government to refer the dispute to a Labour Court, or an Industrial Tribunal, as the case may be, constituted by the State Government.”

It is now argued by the Advocate for the workers that by reason of expansion of scope of Section 7A and 10(1)(d) it is not necessary or obligatory on the part of the Government of India to constitute a National Tribunal and this Central Government is entitled to utilise the services of Industrial Tribunal constituted by the State Government for adjudicating a dispute for which Central Government is the appropriate Government.

56. Sri K. Narsimham further contends that while Section 7A is a mandatory provision, Section 7B is an enabling provision. According to him it is open to the Central Government either to constitute the National Industrial Tribunal for adjudication of industrial disputes which in the opinion of the Central Government involve questions of National importance or of such a nature that industrial establishments situated in more than one State are likely to be interested in or affected by such disputes. The language of Section 7B is very very clear. It is open to the Central Government to refer the dispute to the Tribunal constituted by the State Government or if it feels necessary it may constitute a National Industrial Tribunal to deal with certain matters. It is true in the present case no National Industrial Tribunal was constituted. The Government has chosen to make reference to Industrial Tribunal which is a Tribunal constituted by the State Government. The entrustment of this industrial dispute which covers Banks situated in Andhra Pradesh as well as outside the States comes within the ambit of the words “and for performing such other functions as may be assigned to them under this Act”. It should also be remembered that by reason of addition of the Third Proviso of Section 10(1)(d) it is open to the Central Government to refer a central dispute to a Labour Court or an Industrial Tribunal constituted by the State Government.

57. I would like to emphasise the fact that changes in the substantive law would ensure for the benefits of the parties in all pending disputes. Only when the procedural law is amended the parties to the dispute can ask for decision on the basis of law existing at the time of institution of the case as the amendment to Section 7A and Section 10(1)(d) are amendments of the substantive character and as they relate to substantive law. The parties are entitled to their benefits and in my opinion there is no irregularities or illegality in the two reference made to this Tribunal.

58. It should also be remembered that these sections do not speak about the territorial jurisdiction for the Industrial Tribunal and Labour Court. It is true whenever the State Government constitutes an Industrial Tribunal naturally its jurisdiction regarding the industrial disputes for which the State Government is the appropriate Government will be confined to the territorial limits of the State. But by reason of the enabling provision in Section 10(1)(d) Third Proviso it is open to the Central Government to entrust the Central Industrial Dispute for which the Central Government is the appropriate Government to an Industrial Tribunal constituted by the State Government and it is also open to the Central Government to entrust any other matters for which it is the appropriate Government to the State Government Industrial Tribunal. It should also be remembered that Section 7B is only an enabling provision and not mandatory provision. It is open to the Central Government to constitute a separate National Tribunal to deal with the Industrial Dispute No. 14 of 1980 and Industrial Dispute No. 108/84 or it is open to them to entrust those matters also to the Industrial Tribunal constituted by the State Government. Considering all these aspects and the amendments I hold that the argument of Shri K. Srinivas Murthy does not hold water. His contention that this Tribunal which has no territorial jurisdiction outside the State of Andhra Pradesh is not competent to deal with this industrial dispute which deals with various industrial establishments with registered offices outside the State is not correct.

59. If the Management of the Banks had any grievance about the Government of India, referring these disputes to the Andhra Pradesh Industrial Tribunal then the proper remedy for them is to approach the High Court by way of Writ Petition and challenge the jurisdiction. Having kept quite without challenging the jurisdiction and when the trial is over it is not open to them at the stage of arguments to raise this objection regarding territorial jurisdiction. In my considered opinion there is no tenable objection on the ground of territorial jurisdiction.

60. A few other contentions that have been raised have to be considered at this stage. It is claimed by the Management that there is no disciplinary jurisdiction and supervisory jurisdiction for the Managers over the Tiny Deposit Collectors and hence they cannot be deemed to be employees of the Banks. I have earlier indicated that the Bank has the Power of supervising the work of the Deposit Collectors and they also have the right to change or alter the rate of remuneration and they also have the right to directly closure of a particular deposit account. These things amount to supervisory and control in jurisdiction. It should also be remembered that in certain Banks there are what are called residuary Power for the Managers to give directions and instruction. In fact in the Syndicate Bank there is what is called the Pigmy Deposit Test Guide which gives guidelines and rules under which the Agents have to function. Similarly in some Banks the Managers occasionally go for checking the deposit collections by the Deposit Collectors. All these things amount to disciplinary jurisdiction and control and guidance jurisdiction. This clearly indicates that the Deposit Collectors or Agents are really employees of the Bank. It is true that the Deposit Collectors cannot be transferred from one Branch to another Branch. But in a way the power can be exercised by the Bank by directing the closure of accounts of a particular Agent in one Branch and thereby driving him to the necessity of working as Agent in a different Branch. Transfers in the normal sense cannot be effected. But by this device in effect they can be made to work in different area.

61. It is contended by some Managements that the Deposit Collectors never claimed that they are regular employees. It is true that they are persons who are working under the

agreement. Many of the workers witnesses have clearly deposed that their objection in joining this Scheme to get themselves absorbed as regular employee of the Bank. What they are asking for in this industrial dispute is to be treated on par with regular employees and they are parity of treatment with regular employees. It is not correct to say that they never claimed that they are employees.

62. Sri K. Srinivas Murthy contends that the Tiny Deposit Collectors or Agents are only asking for change of conditions of service or modification of the agreement and hence the Industrial Tribunal cannot give relief to these people who are working as per the terms of an agreement. 1970 Supreme Court page 245 (CO-OPERATIVE CENTRAL BANK LTD. v INDUSTRIAL TRIBUNAL : HYDERABAD) clearly lays down that the jurisdiction of Industrial Tribunal is not limited to merely an administering existing laws and enforcing existing contracts. Industrial Tribunal can even vary contracts of service between the employer and employees. The Court dealt with a dispute which related to alteration of conditions of service of the Cooperative Central Bank and then came to the conclusion that Section 61 of the Cooperative Societies Act requires a reference of a dispute if registrar only if the dispute is capable of being resolved by Registrar otherwise the dispute between the employees and the Society has to be referred to only to Industrial Tribunal. The Court observed that from the provisions of the Act the Registrar could have possibly granted relevant claim because of the limitations placed by his powers on the Act itself. Then observing that most of the conditions of service which the workman want to be altered to their benefit have thus been laid down by the Byelaws so that any alteration in those conditions of service will necessarily require a change in the Byelaws. At paragraph 10 the Supreme Court finally observed as follows :

"We are unable to accept the submission that the bye-laws of a Co-operative Society framed in pursuance of the provisions of the Act can be held to be law or to have the force of law....that principle however does not apply to Byelaws of the nature that a cooperative society is empowered by the Act to make. The bye-laws that are contemplated by the Act can be merely those which govern the internal management, business or administration of a Society..... In a number of cases, conditions of services for industries are laid down by Standing Orders certified under the Industrial Employment (Standing Orders) Act, 1946, and it has been held that though such Standing Orders are binding between the employers and the employees of the industry governed of these Standing Orders, they do not have such force of law as to be binding on Industrial Tribunal adjudicating an industrial dispute. The jurisdiction which is granted to Industrial Tribunal by the Industrial Disputes Act is not the jurisdiction of merely administering the existing laws and enforcing existing contracts. Industrial Tribunals have the right even to vary contracts of service between the employer and the employees which jurisdiction can never be exercised by a civil Court or a Registrar acting under the Cooperative Societies Act so that the circumstance that in granting relief on issue No. 1 the Tribunal will have to vary the special bye-laws framed by the Cooperative Bank does not lead to the inference that the Tribunal would be incompetent to grant the reliefs sought in this reference. Infact, the reliefs could only be granted by the Industrial Tribunal and could not fall within the scope of the powers of the Registrar dealing with a dispute under Section 61 of the Act."

1961 (1) LLJ, page 521 is a judgement of the Constitutional Bench of the Supreme Court in NEW MANECKCHOWK SPINNING AND WEAVING COMPANY LTD. v TEXTILE LABOUR ASSOCIATION. In this the Supreme Court laid down the law as follows :

"Two questions immediately arise in this connection. The first relates to the jurisdiction of the industrial court to impose new obligations upon the parties and the second is, whether, if the industrial court has jurisdiction to impose new obligations, it could do so in

a matter of this kind considering the concept of bonus as laid down by the decisions of the Court. So far as the first question is concerned (namely, the general power of an industrial court to impose new obligation upon the parties), the matter is now well-settled by the decision of the Federal Court and also of this Court. It was held by the Federal Court in Western India Automobile Association v. Industrial Tribunal, Bombay and others (1949 LLJ, page 245), that adjudication does not in our opinion mean adjudication according to the strict law of master and servant. The award of the Tribunal may contain provisions for settlement of a dispute which no court could order if it was bound by ordinary law, but the Tribunal is not fettered in any way by these limitations. Then the Court pointed out that the Federal Court also approved the view of Ludwig Teller that'

"Industrial arbitration may involve the extension of an existing agreement or the making of a new one, or in general the creation of a new obligation or modification of old ones, while commercial arbitration generally concerns itself with interpretation of existing obligations and disputes relating to existing agreements.

Then the Court pointed out the principle laid down in ROHTAS INDUSTRIES LTD. v. BRUNANDAN PANDEY (1956)(1) LLJ, page 44 and observed that :

"A court of law proceeds on the footing that no power exists in the courts to make contracts for people, and the parties must make their own contracts. The courts reach their limit of power when they enforce contracts which the parties have made. An industrial Tribunal is not so fettered and may create new obligations or modify contracts in the interests of industrial peace to protect legitimate trade union activities and to prevent unfair practice or victimisation".

The Court ultimately concluded its opinion in the following terms :—

"There is no doubt, therefore, that it is open to an industrial court in an appropriate case to impose new obligations on the parties before it or modify contracts in the interest of industrial peace or give awarded which may have the effect of extending existing agreement or making a new one. This, however, does not mean that an industrial court can do anything and every thing when dealing with an industrial dispute. This power is conditioned by the subject-matter with which it is dealing and also by the existing industrial law and it would not be open to it while dealing with a Particular matter before it to overlook the industrial law relating to that matter as laid down by the legislative or by this Court."

63. The last question that remains to be considered is what is the relief that this Industrial Tribunal can give in these industrial disputes. The reference in I.D. No. 14 of 1980 reads as follows :—

"Whether the demands of the Commission Agents or as the case may be Deposit Collectors employed in the Banks listed in the Annexures that they are entitled to pay scales, allowances and other service condition available to regular clerical employees of those Banks is justified ? If not, to what relief the concerned workmen entitled to and from which date ?

64. In the claims statement the various demands are elaborated and these have been set out from paragraphs 5 to 13 of this Award. As indicated in Paragraph 12 the reference has two limbs. The first limb is to examine whether the deposit collectors are entitled to pay scales

allowances and other service condition of clerical employees of the Bank. The second limb of the reference comes into play only if the answer to the first limb is negative. In the second limb the Federation submitted that by way of alternative relief the Tribunal may be pleased to award the following :—

- (1) The full back wages of 7.50 linked with a minimum deposit of Rs. 7,500.00 per month and Attendance not less than one hour at the Branch each day for accounting and remittances purposes.
- (2) Incentive remuneration at the rate of 5 per cent for collections and over and above Rs. 7,500.00 per month.
- (3) Conveyance allowances minimum of Rs. 50.00 Rs. 100.00 for deposits of Rs. 10,000.00 and Rs. 30,000.00 per month. Rs. 150.00 for deposits of in excess of Rs. 30,000.00 upto Rs. 50,000.00 per month.
- (4) Paid weekly holiday and paid National Festival holidays, Annual leave of one month for every 11 months of service, sick leave one month per year.
- (5) Retirement benefits, Provident Fund at 10 per cent contributory, Gratuity 15 days each year of service and pension as per the Bipartite Settlement to Clerical Staff.
- (6) Medical and Hospitalisation as per Bipartite Settlement for Clerical Staff.
- (7) Risk Insurance for one lakh for death and proportionate loss for badly injury.

65. In view of my various findings I have come to the conclusion that the Deposit Collectors are employees of the Bank and there is relationship of master and servant and employer and employee. But these are part time employees and they are not full time employees. Many of the Deposit Collectors and Agents pleaded that they joined the Scheme with the fond hope that they would ultimately be absorbed as full time employees. There are several people who are matriculates and graduates. There should be no difficulty for the Bank to absorb these people who are fully conversant with the banking transactions and clerical work of the Bank clerk and cashier on a regular basis. It may be necessary to give age exemption possibly upto age of 45 years and then conduct a qualifying examination and then absorb all those persons who qualify in that examination as clerical staff if they have qualifications of Matriculate and above. As regards the staff who are failed matriculates and who have qualifications between 8th to 10th Class or S.S.C. or H.S.L.C. there is no difficulty for absorbing them as Sub-staff by holding qualifying examination if necessary and by giving age relaxation upto the age of 45 years.

66. When such qualifying examinations are being held in the State Government services nothing prevents the Banking industry from holding qualifying examination and absorbing these people. Infact even now Nationalised Banks are conducting qualifying examinations for the Sub-Staff for promoting them as Clerks when they acquire minimum educational qualifications. Similarly for the clerical staff with certain amount of experience and certain qualifications they are conducting qualifying examination for selecting them as officers by the process of merit-cum-seniority basis. In this background there should be no difficulty for the Banks to conduct the qualifying examination and absorb those deposit collectors who are below the age of 45 years as suggested above. The age limit of 45 years may be reckoned as on 3-10-1980 the date of the original reference of this industrial dispute.

67. With reference to those employees who have crossed the age limit of 45 years and those who are unwilling to be absorbed as regular employee of the Bank and those who are not qualified to be absorbed, I feel that they should be paid a full back wage of Rs. 750.00 per month

linked with minimum deposit of Rs. 7,500.00 per month and they should be paid incentive remuneration at 2 per cent for collections over and above Rs. 7,500.00 per month. They should also be paid a uniform conveyance allowance of Rs. 50.00 per month for deposits of less than Rs. 10,000.00 per month and Rs. 100.00 per month for deposits of more than Rs. 10,000.00 and upto or above Rs. 30,000.00 per month.

68. The Deposit Collectors or Agents are not entitled to weekly holidays, National and Festival Holidays, Annual Leave and Sick leave as claimed by them. They were virtually enjoying these things by virtue of the Bank not functioning on weekly holidays and paid National and Festival Holidays. They were also entitled to enjoy leave according to their own choice after intimating the Bank. As regards the retirement benefit, I feel that they cannot claim any Provident Fund or Pension but they should be paid Gratuity of 15 days commission for each year of service rendered. They are not entitled to Medical and Hospitalisation charges and Risk insurance as regular employees. They should be entitled to such benefits only after they are regularly absorbed in the Banks service.

69. In the result I answer the reference in I.D. No. 14 of 1980 as follows :—

(1) All those Deposit Collectors and Agents who are below the age of 45 years on 3-10-1980 (the date of the first reference of this industrial dispute) shall be considered for regular absorption for the post of Clerks and Cashiers if they are matriculates and above including qualified Graduates and Post Graduates. They may be taken to Banks service as regular employees if they pass the qualifying examinations conducted by the Banks. Those who are absorbed shall be treated on par with regular clerical employees of the Bank. Those who are qualified with 8th Class and below Matriculations shall be considered for absorption as Sub-Staff by conducting qualifying examinations.

(2) As regards the Deposit Collectors and Agents who are above 45 years of age on the date 3-10-1980 and also those who are unwilling to be absorbed in Regular Banks service they shall be paid the full back wage of Rs. 750.00 per month linked with minimum deposit of Rs. 7,500.00 per month and they should be paid incentive remuneration at 2 per cent for collection of over and above Rs. 7,500.00 per month and they should also pay uniform conveyance allowance of Rs. 50.00 per month for deposits of less than Rs. 10,000.00 and Rs. 100.00 per month for deposits of more than Rs. 10,000.00 upto or above Rs. 30,000.00 per month. They should be paid Gratuity of 15 days commission for each year of service rendered.

70. The reference in I.D. No. 108/84 dated 14-12-1984 relates to whether the action of the Management of Indian Overseas Bank, Madras in discontinuing the service of P. V. Srinivasan, Thrift Deposit Collector after 13-9-1983 is justified, if not to what relief is the concerned workman entitled? In the counter the Bank claims that he has been terminated as per the terms of the agreement under which he was appointed. But it is a clear case where his services were arbitrarily terminated while the scheme continued to operate. In view of my findings recorded in I.D. No. 14 of 1980 I hold that the termination of P. V. Srinivasan is unjustified. He should also be considered for absorption on a regular basis if he is within the age limited of 45 years as on 3-10-1980.

71. The Deposit Collectors and Agents should exercise their option to be considered for permanent absorption or not within three months from the date of publication of this Award.

Award is passed accordingly.

Since these two industrial disputes are being disposed of by a common award on this day M.P. No. 116/84, M. P. No. 117/84, M. P. No. 6/86 and M. P. No. 354/84 in I.D. No. 14 of 1980 are closed as unnecessary.

Dictated to the Stenographer, transcribed by him corrected by me and given under my hand and the seal of this Tribunal, this the 22nd day of December, 1988.

D. J. JAGANNADHA RAJU, Industrial Tribunal  
[No. L-12011/47/79 D.I(A)]  
N. K. VERMA, Desk Officer

# INDUSTRIAL DISPUTE NO. 14 OF 1980

## Appendix of evidence

### List of witnesses examined for the Workmen

- W.W.1—M. R. Sheshagiri (For Syndicate Bank, Jayanagar Branch)  
W.W.2—R. S. K. Sastry (For Syndicate Bank)  
W.W.3—Nanjunde Gowda (For Canara Bank)  
W.W.4—P. Ponnusamy (For Central Bank)  
W.W.5—K. Srinivasan (For State Bank of India)  
W.W.6—A. R. Chandrasekaran (For Catholic Syrian Bank)  
W.W.7—T. Rajamanikam (For Union Bank of India)  
W.W.8—R. Chandrasekharan (For Bank of Madura)  
W.W.9—K. Baliraj (For Vijaya Bank)  
W.W.10—D. Prabha Shankar (For Punjab National Bank)  
W.W.11—N. Sundaram (For Bank of Maharashtra)  
W.W.12—V. R. Surya Prakash (For Karnataka Bank)  
W.W.13—V. Ramarathinam (For Indian Bank)  
W.W.14—J. Srinivasan (For United Commercial Bank)  
W.W.15—U. Alexander (For Canara Bank)  
W.W.16—A. M. Vijayaram (For State Bank of Mysore)  
W.W.17—S. Mohan Dass (For Vysya Bank)  
W.W.18—V. Sukumaran (For South Indian Bank)  
W.W.19—P. Peravakutty (For Nedungudi Bank)  
W.W.20—M. Prem Kumar (For Federal Bank)  
W.W.21—V. Akbar (For Union Bank of India)  
W.W.22—Govindan Kutty (For Lord Krishna Bank)  
W.W.23—C. Bhaskaran (For Dhanalakshmi Bank)  
W.W.24—K. M. Sridharan (For Bank of Cochin)  
W.W.25—Mrs. R. Vasantha (For Canara Bank)  
W.W.26—A. Thandavan (For State Bank of Travancore)  
W.W.27—K. Sundaran (For Bank of Madura)  
W.W.28—S. Selvaraj (For Parur Central Bank)  
W.W.29—T. Kanja (For United Bank of India)  
W.W.30—Shyam Sunder Shukla (For Andhra Bank)  
W.W.31—Ganshyam Agarwal (For State Bank of Bikaner and Jaipur)  
W.W.32—Surendranath Varma (Punjab & Sind Bank)  
W.W.33—Surender Kumar Sethi (For New Bank of India)  
W.W.34—Y. S. Vani (For Canara Bank)  
W.W.35—Ashok Haripant Joshi (For State Bank of India)  
W.W.36—V. N. Shenaj (For Karnataka Bank)  
W.W.37—B. Umesh Pai (For Syndicate Bank)  
W.W.38—Mohan Digambar Khelkale (For Sangli Bank)  
W.W.39—Arun Kumar Dhandiram Totla (For Dena Bank)  
W.W.40—P. R. Narayana (For Canara Bank)  
W.W.41—S. Chand Basha (For Andhra Bank)  
W.W.42—M. Suryachary (For Indian Overseas Bank)

W.W.43—G. Ramachandra (For State Bank of Hyderabad)

W.W.44—M. Madhusudan (For Vysya Bank)

W.W.45—B. Srinivasa Rao (For Syndicate Bank)

W.W.46—S. Shankar Rao (For Corporation Bank)

W.W.47—A. V. G. Nair (General Secretary, All India Deposit Collectors Federation).

List of witnesses examined for Management—Banks

M.W.1—A. K. Srinivasan (For Mgt. of Syndicate Bank)

M.W.2—B. K. Sabarwal (For Mgt. of Punjab National Bank)

M.W.3—R. Srinivasan (For Mgt. of Dena Lakshmi Bank)

M.W.4—K. M. Anand Krishnan (For Mgt. of Indian Overseas Bank)

M.W.5—Hebbbar (For Mgt. of Canara Bank)

M.W.6—P. D. John (For Mgt. of South Indian Bank Ltd.)

M.W.7—Jaisinh Haridas (For Mgt. of UCO Bank)

M.W.8—V.K. Malhotra (For Mgt. of New Bank of India)

M.W.9—P. J. George (For Mgt. of Federal Bank)

M.W.10—N. Ganeshan (For Mgt. of Indian Bank)

M.W.11—S. Sethuraman (For Mgt. of Vijaya Bank)

M.W.12—N. A. Khatri (For Mgt. of Central Bank of India)

M.W.13—Ramachander G. Bhat Chitrigi (For Mgt. of Karnataka Bank)

M.W.14—K. Yelayudhan (For Mgt. Nedungudi Bank)

M.W.15—G. Narsa Reddy (For Mgt. of Union Bank of India)

M.W.16—Madhu Negular (For Mgt. of Canara Bank)

M.W.17—M. C. Khandelwal (For Mgt. of State Bank of Indore)

M.W.18—M. R. Baghwath (For Mgt. of Corporation Bank)

M.W.19—K. S. R. Anjaneyulu (For Mgt. of Vysya Bank)

M.W.20—P. R. Kulkarni (For Mgt. of Sangli Bank Ltd.)

M.W.21—V. Rama Murthy (For Mgt. of State Bank of Travancore)

M.W.22—S. Baljinder Singh (For Mgt. of Punjab & Sind Bank)

M.W.23—V. Shiagarajan (For Mgt. of Canara Bank)

M.W.24—P. M. Venkateswaran (For Mgt. of Bank of Madura)

M.W.25—Sekharnath Banerjee (For Mgt. of United Bank of India)

M.W.26—S. Lakshmanan (Indian Bank Madras)

M.W.27—P. Thambu Swamy (State Bank of India)

M.W.28—C. S. Rao (State Bank of Bikaner & Jaipur)

M.W.29—G. C. Bissa (State Bank of Bikaner & Jaipur)

M.W.30—D. N. Basu (State Bank of Bikaner & Jaipur)

M.W.31—N.K. Nerkar (State Bank of India)

M.W.32—A. Sudarshan Rao (Andhra Bank)

M.W.33—S. Y. Malleswara Sastry (State Bank of Hyderabad)

### List of Documents marked for the workmen

Ex.W1—Order No. 3050/25-18/TSD of Syndicate Bank 18-7-70 issued to Sri R.S.K. Shastri, Pigmy Agent, Ojo Gandhi Nagar Branch, Bangalore.

Ex.W2—Proforma of the Agreement between the Canara Bank and the Agent.

Ex.W3—Letter No. 959/18-750/270 of the Syndicate 1-11-70 Bank, Chikpet Branch, Bangalore to Sri R. S. K. Sastry, Pigmy Agent.

Ex.W4—Circular No. 1/70 of All India Banks' Com-1-1-70 mission Agents' Union, Gandhinagar, Bangalore-9 to various Members.

Ex.W5—Circular No. 35/82 of the Canara Bank, Develop-25-1-82 ment Section Bangalore on the subject 'NITYA-NIDHI DEPOSIT SCHEME'.

Ex.W6—Proforma for joint memorandum to be submitted 8-2-82 to the Management (From Sri Janjunde Gowda, Deposit Collector, Canara Bank, Levelle Road Branch to the Chairman, Canara Bank, Administrative Officer, Bangalore).

Ex.W7—Letter from the All India Bank's Deposit Collec-29-1-82 tors Federation, Bangalore to the Chairman and Managing Director, Canara Bank, Head Office, Bangalore on the subject Nithya Nidhi Deposit Scheme.

Ex.W8—Photostat copy of the voucher No. 997585 relating to NNND Collection Slip.

Ex.W9—Photostat copy of the voucher No. 997585 relating to NNND Collection Slip.

Ex.W10—Extract of para 13 from Booklet entitled "New Nithya Nidhi Scheme enclosed to Circular No 453/83, dt. 20-9-83.

Ex.W11—Extract of para 4.5 entitled Pigmy Agent's Work and para 9.91 entitled regularity of Attendance at Office from the Pigmy Desk Guide of the Syndicate Bank Ltd., published in 1967.

Ex.W12—Photostat copy of the appointment order dt. 15-9-78 issued by Central Bank of India to P. Ponnu Swamy.

Ex.W13—Photostat copy of the agreement dt. 4-10-1978 between P. Ponnu Swamy and the Central Bank of India

Ex.W14—Photostat copy of the identification card of P. Ponnuswamy.

Ex.W15—Photostat copy of Central Mini Deposit Scheme weekly collection chart form pertaining to Central Bank of India.

Ex.W16—Photostat copy of Central's Mini Deposit Scheme pertaining to Central Bank of India.

Ex.W17—True copy of the Photostat copy of the Central Mini Deposit Scheme pertaining to Central Bank of India.

Ex.W18—State Bank of India Janata Deposit Account Opening Form-cum-Specimen signature Sheet, application to open an account.

Ex.W19—Photostat copy of the Janata Deposit Scheme pertaining to State Bank of India.

Ex.W20—Photostat copy of the Pass Book with corresponding dates pertaining to State Bank of India (Two sheets).

Ex.W21—Copy of the Janata Deposit particulars of Deposits Collected on 20-2-84 pertaining to State Bank of India, Dharamapuri.

Ex.W22—Photostat copy of the application to open recurring deposit Tiny Deposit account pertaining to Catholic Syrian Bank Ltd.

Ex.W23—Photostat copy of the memorandum of staff security pertaining to Catholic Syrian Bank Ltd.

Ex.W24—Photostat copy of the Tiny Deposit pass form pertaining to Catholic Syrian Bank Ltd.

Ex.W25—Photostat copy of the daily collection statement.

Ex.W26—Photostat copy of the identity card pertaining to A. R. Chandrasekaran given by the Catholic Syrian Bank Ltd., as outside Tiny collector.

Ex.W27—Photostat copy of the letter dt. 23-2-76 addressed by T. Rajamanikam for the appointment of Mini Deposit Collectors—Application forwarding of.

Ex.W28—Photostat copy of the letter dt. 26-2-76 addressed by the Rama Durai, Development Manager Union Bank of India to T. Rajamanickam, with regard to interview for appointment as Mini Deposit Collector.

Ex.W29—Photostat copy of the application for appointment as agent under Mini Deposit Scheme in Union Bank of India.

Ex.W30—Photostat copy of the appointment order dt. 10-5-76 issued by the Union Bank of India to T. Rajamanickam as authorised agent for collection of Mini Deposit.

Ex.W31—Photostat copy of the identification card pertaining to T. Rajamanickam.

Ex.W32—Photostat copy of the Model Mini Deposit Account pertaining to Union Bank of India.

Ex.W33—Photostat copy of the Model Proforma showing the collections with particulars of amount and the signature of the depositor.

Ex.W34—Photostat copy of the memo dt. 20-1-82 issued by the Branch Manager Union Bank of India to T. Rajamanickam.

Ex.W35—Photostat copy of the appointment letter dt. 17-6-78 given by the Manager Bank of Madura to R. Chandrasekharan.

Ex. W36—Photostat copy of the letter dt. 1-6-1985 addressed by Officer Bank of Madura to Staff Department with regard to nature of duties and other function of Daily Collecting Agent.

Ex. W37—Photostat copy of the Dinassami Collecting Agent's Register.

Ex. W38—Photostat copy of the proforma with regard to Dinassami Account of the Depositor.

Ex. W39—Photostat copy of the Revised Rules of Business of Jeevan Nidhi Deposit Scheme.

Ex. W40—Photostat copy of the identity card dated 2-1-85 issued by the Punjab National Bank to the Prabha Shankar.

Ex. W41—Representation made by Deposit Collectors employed by Bank of Maharashtra, Tiruchirapalli Branch to the Chairman the Indian Bank's Association Fort, Bombay-1.

Ex. W42—Photostat copy of the Honey Deposit Canvasers engagement letter pertaining to Karnataka Bank Ltd., Bangalore-3.

Ex. W43—Photostat copy of the H.D. Canvasers agreement.

Ex. W44—Photostat copy of the letter of authority given by the Karnataka Bank Ltd., to V. R. Surva Prakash.

Ex. W45—Representation made by Deposit Collectors employed by Karnataka Bank Ltd., Madurai to the Chairman the Indian Bank's Association, Fort Bombay-1.

Ex. W46—Tiny Deposit weekly Register pertaining to Indian Bank.

- Ex. 47—Tiny Deposit Account Form pertaining to Indian Bank.
- Ex. 48—Tiny Deposit Temporary Receipt pertaining to Indian Bank.
- Ex. 49—Temporary card issued by the Indian Bank to the Deposit Collector.
- Ex. W50—Opening Card by the Depositor under the Scheme.
- Ex. W51—Photostat copy of the letter dt. 28-10-83 addressed by the Regional Manager, Indian Bank, Salem Main Branch V. Ramarathnam, Tiny Deposit Agent.
- Ex. W52—Photostat copy of the Deposit Mobilisation of Janata Deposit Scheme pertaining to State Bank of Mysore.
- Ex. W53—Agreement made at Tiruchirapalli in the year 1979 between the State Bank of Mysore and N. Vijayaram Deposit Collector.
- Ex. W54—True copy of the agreement made between the Vysya Bank Ltd. and S. V. Santhanam Chittiar Pragathi Deposit Collector Madras.
- Ex. W55—Photostat copy of the representation dated 7-10-82 of the Daily Deposit Collectors, Madras.
- Ex. W56—Photostat copy of the letter dated 12-10-82 addressed by Private Secretary to Dy. Speaker Lok Sabha, Parliament House, New Delhi to the Daily Deposit Collectors, Madras with regard to restoration of 'Door-to-Door Collectors' Scheme by Vysya Bank Ltd.
- Ex. W57—Photostat copy of the letter dated 14-12-82 addressed by S. S. Chawla Sr. Legislative Committee Officer, Lok Sabha Secretariat Parliament House, New Delhi to T. Prabhakar and other to Daily Deposit Collectors, Madras with regard to re-introduction of Door-to-Door Collection Scheme.
- Ex. W58—True copy of the appreciation letter dt. 19th March to S. Mohan Dass P. D. Collector, Madras Main Branch.
- Ex. W59/21-5-74—Photostat copy of the order of appointment issued to Sri Parvakutty P. by Nedungadi Bank Ltd., H.O. Calicut.
- Ex. W60/21-5-74—Photostat copy of the agreement entered into by P. Pervakutty, Deposit Collector of Nedungadi Bank Ltd., with the Management.
- Ex. W61/10-11-69—Photostat copy of the order of appointment issued to Sri M. Prem Kumar, Agent Money Bee by the Management of Federal Bank Ltd., Alwaye.
- Ex. W62/9-7-80—Copy of the appointment order No. SIF/MR: 929/80 issued to Sri V. Akbar, Mini Deposit Collector, Kozhikode by the Management of Union Bank of India, Calicut.
- Ex. W63/16-6-76—Photostat copy of the order of appointment issued to Mr. N. Govindankutty, Nellaya by the Lord Krishna Bank Ltd., Central Office, Kodungallur.
- Ex. W64/25-3-76—Photostat copy of the agreement entered into by Sri M. Govindakutty with the Agent, Lord Krishna Bank Ltd., at Cherpalebery.
- Ex. W65—Xerox copy of the Identity card issued by the Canara Bank to Srimathi R. Vasantha, Authorised Agent for collecting Nitya Nidhi and co. Bahukshema Deposits.
- Ex. W66/16-10-78—Xerox copy of the appointment order as Janata Deposit Collector issued by State Bank of Travancore issued to Sri A. Thandavan, Palahat-14.
- Ex. W67/16-10-78—Xerox copy of the agreement entered into the State Bank of Travancore with Sri P. Thandavan, Janata Deposit Collector.
- Ex. W68—Annexure 'A' mentioning the duties of Deposit Collector Janata Deposit Collector, State Bank of Travancore.
- Ex. W69—Annexure 'B' mentioned listing the incentive to deposit collectors and also safeguard and instructions issued by the State Bank of Travancore.
- Ex. W70/24-8-85—Photostat copy of the Collection Schedule relating to the State Bank of Travancore.
- Ex. W71/19-8-85—Photostat copy of the Lr. No. RM. XI/3644 of the State Bank of Travancore issued to Sri Thandavan, appreciating the deposit amount of Rs. 1,40,000/- deposited for a period of six months.
- Ex. W72/8-4-71—Photostat copy of the Identification Card issued to Sri K. Sundaran, Collecting Agent of Bank of Madura Ltd., Kozhikode Branch.
- Ex. W73/26-4-71—Photostat copy of the appointment order issued to Sri K. Sundaran, Cherooty Road, Calicut by the Bank of Madura Ltd.
- Ex. W74/16-11-71—Photostat copy of the agreement entered into by Sri K. Sundaran Collecting Agent with the Bank of Madura Ltd.
- Ex. W75/12-11-71—Photostat copy of the Circular No. BID. Cir. DEP. 22/71 issued by the Bank of Madura Ltd. on the subject 'DINASEMI (Daily Thrift Deposit Scheme).
- Ex. W76/25-11-71—Photostat copy of the Circular No. BID. CIR. DEP. 25/71 issued by the Bank of Madura Ltd., on the subject 'Daily Thrift Deposits' renamed as 'Dinasemi Deposit'—Amendment of Rules.
- Ex. W77—Collecting Agent's copy and Depositors copy of Dinasemi Account No. of the Bank of Madura Ltd. (Photostat).
- Ex. W78—Photostat copy of the Bank of Madura Ltd., Dinasemi Collecting Agent's Register.
- Ex. W79—Photostat copy of the Bank of Madura Ltd., Dinasemi Daily Remittance Sheet.
- Ex. W80—Photostat copy of the Bank of Madura Ltd., D.S.D. Weekly Collection Sheet.
- Ex. W81—Photostat copy of the identity card issued to Sri S. Selvaraj, D.S.D. Collector, the Purur Central Bank Ltd., Balaramapura.
- Ex. W82—The proforma application for engagement as Commission agent issued by United Bank of India Calcutta.
- Ex. W83—Application for commission agency.
- Ex. W84—Photostat copy of the identity card given by the Andhra Bank Ltd. Patna to Shyam Shundar Shukla.
- Ex. W85—Photostat copy of the agreement dt. 5-7-79 entered into between the Andhra Bank Patna Branch and Shyam Shundar Shukla.
- Ex. W86—Photostat copy of the Bhagya Lakshmi Deposit receipt in duplicate pertaining to Andhra Bank.
- Ex. W87—Photostat copy of the proforma of Bhagya Lakshmi Deposit Daily Collection statement pertaining to Andhra Bank.
- Ex. W88—Photostat copy of the letter dt. 6-8-81 addressed by the Branch Manager, State Bank of Bikaner and Jaipur to Ghanshyam Agarwal, Deposit Collector with regard to revised rules for the conduct of Vyavasaya Nidhi Scheme.
- Ex. W89—Photostat copy of the identity card of Ghanshyam Agarwal issued by State Bank of Bikaner and Jaipur.
- Ex. W90—Application for opening a Vyavasaya Nidhi Account of State Bank of Bikaner and Jaipur.
- Ex. W91—Photostat copy of the Daily Scroll pertaining to Vyavasaya Nidhi Scheme of State Bank of Bikaner and Jaipur.



- Ex. W92—The Model Pass Book for the Vyvasaya Nidhi Account pertaining to State Bank of Bikaner and Jaipur.
- Ex. W93—Proforma of Monthly statement with regard to Vyavasaya Nidhi Account of State Bank of Bikaner and Jaipur.
- Ex. W94—Information letter submitted by Ghan Shyam Agarwal.
- Ex. W95—Photostat copy of the identity card pertaining to Surinder Kumar Sethi issued by New Bank of India, Hansi.
- Ex. W96—Photostat copy of the agreement dt. 15-3-1978 enter into between Surinder Kumar Sethi and New Bank of India, Hansi.
- Ex. W97—Photostat copy of the agreement entered into between Vasant Soniramawani and the Management of Canara Bank, Aurangabad.
- Ex. W98—Photostat copy of the letter dt. 2-2-82 written by M. A. Kamath Sr. Manager, Canara Bank Aurangabad to V. S. Wani N.N.D. Agent with regard to stop opening of new account under the N.N.D. Scheme.
- Ex. W99—Photostat copy of the representation dated 16-2-82 made by V. S. Wani and others to the Chairman, Canara Bank, Head Office Bangalore with regard to Nithyanaidhi Deposit Scheme.
- Ex. W100—Photostat copy of the form of agreement for Deposit Collector pertains to State Bank of India.
- Ex. W101—Photostat copy of the agreement dt. 5-1-84 between Vittal Shenai and the Management of Karnataka Bank Ltd., Bombay.
- Ex. W102—Photostat copy of the letter of authority dt. 27-11-72 issued to Vittal N. Shenai by the Karnataka Bank Ltd., Mangalore.
- Ex. W103—Photostat copy of the identity card of Adarsh Agent issued to Pnimesh B. by the Syndicate Bank, Manipal.
- Ex. W104—Photostat copy of the letter dt. 14-7-80 written by B. Umeshpai to the Manager, Syndicate Bank, Mandvi, Bombay for the post of Adarsh Agent.
- Ex. W105—Photostat copy of the Memorandum of agreement dt. 1-8-80 between B. Umeshpai and the Management of Syndicate Bank.
- Ex. W106—Photostat copy of the appointment order dt. 1-8-80 in connection with pigny or adarsh agency issued to B. Umeshpai by the Syndicate Bank, Manipal.
- Ex. W107—Photostat copy of the letter dt. 10-3-78 written to V. S. Wani by B. K. Nayak, Manager Canara Bank Aurangabad Branch with regard to absence from duty and obtain prior permission for availing leave.
- Ex. W108—Photostat copy of the appointment order dt. 7-8-80 issued to Mohan Digambar Khekole by the Sangli Bank for Collection of Deposits under Choti Bachat Yojana.
- Ex. W109—Photostat copy of the Chhoti Bachat Yojana Agents Security Bond issued by Mohan Digambar Khekale to the Sangli Bank Ltd.
- Ex. W110—Photostat copy of the letter dt. 5-3-82 written to M. D. Khekale by the Manager, Sangli Bank Ltd. with regard to Minimum Deposit acceptable in C.B.Y. Rs. 10.
- Ex. W111—Choti Bachat Yojana Deposit Scheme Pass Book pertains to Sangli Bank.
- Ex. W112—Photostat copy of the agreement enter into between Arun Kumar Dhandiram totla and the Management of Dena Bank.
- Ex. W113—Photostat copy of the letter dt. 19-11-85 written to A. D. Totla by the Branch Manager Dena Bank, Aurangabad with regard to renewal of agreement.
- Ex. W114—Photostat copy of identity card given to Arun Kumar Dhandiram Totla by the Branch Manager, Dena Bank.
- Ex. W115—Photostat copy of the letter written by Arun Kumar Dhandiram Totla to the Branch Manager, Dena Bank, with regard to reduction of commission.
- Ex. W116—Photostat copy of the agreement dated 23-11-83 enter into between P. R. Narayanan and the Management of Canara Bank.
- Ex. W117—Photostat copy of the letter dt. 5-6-85 written by Manager Canara Bank to P. R. Narayanan with regard to NMND Collection.
- Ex. W118—Photostat copy of the letter dt. 9-9-85 written by Manager, Canara Bank to P. R. Narayanan with regard to termination of agency.
- Ex. W119—Photostat copy of the representation dated 27-11-85 made by P. R. Narayanan to the Divl. Manager, Canara Bank, Palghat.
- Ex. W120—Photostat copy of the letter dt. 19-8-83 addressed by N. B. Suresh, Enquiry Officer, Andhra Bank to Chand Basha, BLD Agent, Andhra Bank, Penukonda, with regard to domestic enquiry.
- Ex. W121—Photostat copy of the letter dt. 9-2-85 addressed by Manager, Andhra Bank to Chand Basha, BLD Agent with regard to termination of agency.
- Ex. W122—Photostat copy of the identity card issued to G. Ramachandra by the Branch Manager State Bank of Hyderabad, Dilukhnagar.
- Ex. W123—Photostat copy of the duplicate challan No. 25 dt. 28-6-80 pertains to State Bank of Hyderabad Dilukhnagar Branch to show that G. Ramachandra Jantha Deposit Collector working to get collections from HUDA, Vanasthalipuram, Area.
- Ex. W124—Photostat copy of the duplicate challan No. 433 dt. 27-12-80 pertains to State Bank of Hyderabad Dilukhnagar Branch to show that G. Ramachandra Janantha Deposit Collector, working to get collections from HUDA, Vanasthalipuram Areas.
- Ex. W125—Photostat copy of the triplicate challan No. 221 dt. 20-9-80 pertains to State Bank of Hyderabad, Dilukhnagar Branch for Rs. 26 paid into the credit of the Vice Chairman, HUDA, Vanasthalipuram Complex, Phase I by G. Ramachandra Jantha Deposit Collector.
- Ex. W126—Photostat copy of the receipt scroll of State Bank of Hyderabad Dilukhnagar Branch made by G. Ramachandra Janantha Deposit Collector.
- Ex. W127—Photostat copy of the receipt scroll of State Bank of Hyderabad made by G. Ramachandra, Janantha Deposit Collector.
- Ex. W128—Photostat copy of the receipt scroll of State Bank of Hyderabad made by G. Ramachandra Deposit Collector.
- Ex. W129—Photostat copy of the receipt scroll of State Bank of Hyderabad made by G. Ramachandra Janantha Deposit Collector.
- Ex. W130—Photostat copy of the letter dt. 18-3-82 addressed by Branch Manager, Vyasa Bank Ltd. to M. Madhusudhan P.D. Collector, Abid Road Branch, Hyderabad-1 with regard to stop opening of new accounts under Pragathi Deposit Scheme and continue to attend to the collection work in respect of all existing Pragathi Deposit Accounts till they are closed before maturity.



- Ex. W131—Photostat copy of the letter dt. 30-3-82 addressed by Branch Manager, Vyasa Bank Ltd. to M. Madhusudhan Pragathi Deposit Collector with regard to security deposit.
- Ex. W132—Photostat copy of the letter dt. 9/10-9-85 addressed by Manager (Administration) the Vyasa Bank Ltd., to the Branch Manager Abid Road with regard to Housing Loan application of M. Madhusudan Rao, P. D. Collector.
- Ex. W133—Photostat copy of the agreement of appointment as Janatha Deposit Collector enter into between S. Shankar Rao and Canara Banking Corporation Ltd., Mangalore-1.
- Ex. W134—Photostat copy of the appointment order dated 29-7-68 issued to S. Shankar Rao by the General Manager, the Canara Banking Corporation Ltd., Mangalore.
- Ex. W135—Photostat copy of the identity card given to S. Shankar Rao by the Management of Canara Banking Corporation Ltd., Mangalore.
- Ex. W136—Proforma of Janata Deposit card issue register pertains to Corporation Bank Ltd.
- Ex. W137—Printed Janatha Deposit receipt pertains to Corporation Bank.
- Ex. W138—Proforma of application for opening an Account pertains to Corporation Bank.
- Ex. W139—Proforma of Janatha Deposit Collection Register pertains to Corporation Bank Ltd.
- Ex. W140—Photostat copy of the letter dt. 24-2-81 addressed by Manager Syndicate Bank, Guntakal to M. Abdul Rasheed, Adrash Agent, Guntakal with regard to late remittance of cash.
- Ex. W141—Photostat copy of the letter dt. 23-8-62 addressed by Manager, Canara Industrial and Banking Syndicate Ltd. to K. Rukmangada Pai with regard to Pigmy Collection and late remittance of cash.
- Ex. W142—Photostat copy of the letter dated 16-7-85 addressed by Manager (operation) Syndicate Bank Bangalore to M. R. Sheshagiri, Pigmy Agent, with regard to late remittance of cash.
- Ex. W143—Photostat copy of the letter dt. 4-3-71 addressed by Manager, Syndicate Bank, Hyderabad to B. B. Kulkarni Pigmy Agent N. S. Road Branch, with regard to absence and join duty.
- Ex. W144—Photostat copy of the letter dated 18-5-66 addressed by Manager, Syndicate Bank Ltd. to K. R. Pai, Pigmy Agent, with regard to the letter dt. 17-5-66 written by P. Rushiner of Vedic Chitrasahala, Sultan Bazar, Hyderabad.
- Ex. W145—Photostat copy of the memo. dt. 15-7-85 issued to S. R. Bangari Pigmy/Adharsh Agent/Syndicate Bank, Hyderabad by the Manager, Syndicate Bank, Nizama Shahi Road, Hyderabad.
- Ex. W146—Annual report for the year 1983 pertains to Syndicate Bank.
- Ex. W147—Annual Report for the year 1984 pertains to Syndicate Bank.
- Ex. W148—True copy of the circular No. 280/85/BC/30/Dev. dt. 14-9-85 issued by Syndicate Bank, Development Department with regard to Pigmy Deposits.
- Ex. W149—Photostat copy of the circular No. 120/80/BC Misc/27/PRDD dt. 15-4-80 issued by the Syndicate Bank, with regard to agreement executed by Pigmy/Adharsh agents in connection with their appointment and obtainment of supplementary agreements.
- Ex. W150—Circular No. 116/69/BC/Misc.35 dated 1-5-69 issued by the Chairman, Syndicate Bank Ltd. to all Branches with regard to pigmy collections incentive.
- Ex. W151—Circular No. 89/63 Bc. dt. 14-6-63 issued by the Managing Director, Canara Industrial and Banking Syndicate Ltd., Udipi with regard to Pigmy Collectors Deposits.
- Ex. W152—True copy of the Circular No. 355/80/eyc/PRDD dt. 28-10-80 issued by the General Manager, Syndicate Bank, publication relation and development Division to all Branches/Offices with regard to Pigmy/Adharsh Deposits—Revision in the existing rules of business, consequent upon the issue of the guidelines.
- Ex. W153—True copy of the appointment order dated 1-8-85 issued to Gopal S. Jadhav by the Asstt. General Manager, Syndicate Bank Bombay, Regional Office.
- Ex. W154—True copy of the circular No. 307/80 dt. 27-10-80 issued by Joint General Manager, Canara Bank, Bangalore with regard to Nitya Nidhi Balakshema Deposit Scheme.
- Ex. W-155—Circular No. 453/83 issued by the Canara Bank, Bangalore with regard to new Nitya Nidhi Deposit Scheme
- Ex. W-156 by consent—True copy of the letter dated 23-4-1976 addressed by Manager, Canara Bank Ernakulam South to V. Mohandas with regard to Police arrest for non-receipt of collections for 22-4-1976 and 23-4-1976.
- Ex. W-157 by consent—True copy of the order No. B-267/77 dt. 29-9-1977 of the Deputy Labour Commissioner Ernakulam and authority appointed under Section 6 of the Kerala payment of subsistence Allowance Act, 1972 with regard to V. Mohandas, employee of Canara Bank, Ernakulam.
- Ex. W-158 by consent—True copy of the judgment in O. P. 4235/1977-D Dt. 6-6-1980 on the file of the High Court of Kerala at Ernakulam.
- Ex. W-159 by consent—Photostat copy of the judgment in W. A. No. 281/84 dt. 1-8-1984 on the file of High Court of Kerala at Ernakulam.
- Ex. W-160—Photostat copy of the circular No. PD/33/85, dt. 5-12-1985 addressed by General Manager, South Indian Bank Ltd., to all Branches with regard to daily savings deposits
- Ex. W-161—Proforma of Laghu Bachat daily collection register pertains to United Commercial Bank
- Ex. W-162—Photostat copy of the Laghu Bachat Yojana Deposit account form pertains to United Commercial Bank Madurai.
- Ex. W163—Photostat copy of the letter dt. 24-3-1981 addressed by Manager, United Commercial Bank, Madurai to R. Srinivasa Rao, Laghu Bachat Yojana Agent, instructed him not to open any new accounts under Laghu Bachat Yojana Scheme until further instructions.
- Ex. W-164—Proforma of Door to Door collection sheet pertains to Federal Bank Ltd.
- Ex. W-165—Letter dt. 28-2-1986 addressed by Manager, Karnataka Bank Ltd., to G. Venkata Sheshachalam with regard to irregularities in respect of Honey Deposit Collectors.
- Ex. W-166—Photostat copy of the letter dt. 8-2-1986 addressed by Branch Manager, Union Bank of India, Indore to the Mini Deposit Collector, Malharganj, Indore Branch instructed him not to open any new account under Mini Deposit Scheme and to accept deposits only in existing accounts and to close these accounts on maturity.

- Ex. W-67—True copy of the calculation sheet pertains to All India Bank Deposit Collectors Federation.
- Ex. W-168 By consent—Memo. dt. 7-7-1981 issued to A. Venkataramaiah, P. D. Collector by the Branch Manager, Vysya Bank Ltd., Kurnool.
- Ex. W-169 By consent—Memo. dt. 23-9-1981 issued to L. V. Krishna Murthy, P. D. Collector by the Branch Manager, Vysya Bank Ltd., Kurnool.
- Ex. W-170 By consent—Memo. dt. 30-8-1980 issued to all P. D. Collectors by the Branch Manager, Vysya Bank Ltd., Kurnool.
- Ex. W-171 By consent—Circular dt. 10-3-1980 issued to all P. D. Collectors by the Manager, Vysya Bank Ltd., Kurnool.
- Ex. W-172 By consent—Memo. dt. 14-4-1971 issued to M. Madhusudhana Rao by the Branch Manager, Vysya Bank Ltd., Abid Road, Hyderabad.
- Ex. W-173 By consent—Letter dt. 22-12-1980 addressed by Branch Manager, Vysya Bank Ltd., Abid Road, Hyderabad to M. Madhusudhan Pragathi Deposit Collector with regard to fresh service agreement and indemnity bond were required to be executed on his transfer from Siddambar Bazar to Abid Road Branch.
- Ex. W-174 By consent—Letter dt. 6-2-1980 addressed by Branch Manager, Vysya Bank Ltd., Abid Road to Y. Venkatesham, Pragathi Deposit Collector Vysya Bank Ltd., Abid Road, Hyderabad with regard to remittance of Pragathi Deposit Collections.
- Ex. W-175—Report of the committee to review the working of the monetary system (1 Book) of Reserve Bank of India, Bombay.
- Ex. W-176—Photostat copy of the calculation sheet of All India Bank Deposit Collectors Federation.
- Ex. W-177—Annual Report of Canara Bank for the year 1985.
- Ex. W-178—Photostat copy of the letter dt. 5-12-1984 addressed by Dy. Regional Manager to the Manager, United Bank of India, Trivandrum Branch, with regard to appointment of commission agent for Tiny Savings scheme.
- Ex. W-179—Photostat copy of deposit scheme, codified instructions, Current as on 31-3-1984.
- Ex. W-180—Photostat copy of the circular special letter to all the Branches in Regional Office (P.B.) dated 3-5-1985 pertains to State Bank of India, Regl. Office, Punjab.
- Ex. W-181 By consent—True copy of draft notice of termination pertains to Punjab and Sind Bank.
- Ex. W-182—Photostat copy of the proforma for balance confirmation pertains to State Bank of Bikaner and Jaipur.
- Ex. W-183—Photostat copy of the introduction of Bhagya Lakshmi Deposits in Andhra Bank.
- List of documents marked for Management Banks.
- Ex. M1—Copy of the Memorandum of agreement executed by Sri M. R. Seshagiri in favour of the Syndicate Bank.
- Ex. M2—Proforma of the slip under the Pigmy Deposit Scheme bearing No. 006400 of the Syndicate Bank.
- Ex. M3—Proforma of the Circular of the Syndicate Bank to the Pigmy Adarsh A/c No.
- Ex. M4—Proforma of the card of the Syndicate Bank relating to A/c No. date of opening, date of maturity, ledger No., folio, introduction and other columns (card).
- Ex. M5—Proforma of the letter to be addressed to the Manager, Syndicate Bank on the aspect of discontinuance of the scheme and the refund of the amount etc.
- Ex. M6—Proforma of the letter of the Syndicate Bank to the customer on the aspect of Adarsh Deposit A/c No. with regard to the correctness of the balance amount and other aspects.
- Ex. M7—Proforma of the Syndicate Bank on the subject application for Transfer of Accounts etc.
- Ex. M8—Photostat copy of the report of NND Study Group on NND. scheme.
- Ex. M9—Photostat copy of the authorisation slip issued to deposit Collectors by the Indian Overseas Bank.
- Ex. M10—Application form for Deposit Collectors issued by the Indian Overseas Bank, Madras (Proforma).
- Ex. M11—Proforma of the agreement to be entered in to between I.O.B. and the Deposit Collector (Indian Overseas Bank) Central Office, Madras-600002.
- Ex. M12—Proforma (Thrift deposit scheme) of the Account Opening Form-cum-specimen signature card of the Indian Overseas Bank, Madras-600002.
- Ex. M13—Proforma of the Thrift deposit pay-in-slip (original and duplicate) No. 84252 of the Indian Overseas Bank.
- Ex. M14—Proforma of the Indian Overseas Bank (Thrift Deposits scheme) List of daily deposits.
- Ex. M15—Proforma of the application form for appointment as Laghu Bachat Agent of the Unit of Commercial Bank, Head Office, Calcutta.
- Ex. M16—Proforma of application for appointment as authorised collection agent under Central's Mini Deposit Scheme. of the Central Bank of India.
- Ex. M17—Proforma of the letter of appointment to be issued to the authorised Collection agent of Central's Mini Deposit Scheme (Central Bank of India).
- Ex. M18—Proforma of letter of modification of terms and conditions by consent revision of rules and resolutions of Central's Mini Deposit Scheme (Central Bank of India).
- Ex. M19—Proforma of letter of authority to the Temporary by consent collection agent to act in the place of permanent authorised collection agent.
- Ex. M-20 by consent—Proforma of agreement between the authorised collection agent and the central Bank of India.
- Ex. M-21 by consent—Proforma of the Central Bank of India Weekly collection chart-mini deposit scheme.
- Ex. M-22 by consent—Proforma of Daily collection register of the Central Bank of India.
- Ex. M-23 by consent—Interest provision chart, Central's Mini Deposit scheme 1-7-1980 of the Central Bank of India.
- Ex. M-24 by consent—Proforma of the letters of engagement to be issued to the Tiny Deposit Agent by the Indian Bank.

- Ex. M-25 by consent—Proforma of the agreement to be entered into between the Indian Bank and the Tiny Deposit Agent.
- Ex. M-26 by consent—Photostat copy of the agreement to be entered into between Tiny Deposit agent and the Indian Bank (Proforma).
- Ex. M-27 by consent—Photostat copy of the proforma of the letter of engagement to be issued to the Tiny Deposit Agent by the Indian Bank.
- Ex. M-28 by consent—Photostat copy of the proforma of supplementary letter to the letter of engagement dt. issued to Shri-\_\_\_\_\_ Tiny Deposit Agent of Indian Bank.
- Ex. M-29 by consent—Photostat copy of the proforma of the letter of engagement to be issued to the Tiny Deposit Agent by the Indian Bank.
- Ex. M-30 by consent—Proforma of the Sakthi Savings Scheme of the Nedungadi Bank Ltd., (Annexure-III).
- Ex. M-31 by consent—Proforma of the Sakthi Savings Scheme of the Nedungadi Bank Ltd., (Annexure-D).
- Ex. M-32 by consent—Agreement of appointment as authorised representative under the Sakthi Savings Scheme (Annexure-II).
- Ex. M-33 by consent—Photostat copy of the challan Annexure-V of the Nedungadi Bank Ltd., showing particulars of amounts received by the authorised representative.
- Ex. M-34 by consent—Photostat copy of the Challan SSD A/c. Week No. etc., Annexure-V of the Nedungadi Bank Ltd.
- Ex. M-35 by consent—Pamphlet Sakthi Saving Scheme Rules and regulations of Nedungadi Bank Ltd., Calicut.
- Ex. M-36/by consent—Proforma Annexure IV of the Nedungadi Bank Ltd., relating to agreement to be entered into by the authorised representative and the Bank.
- Ex. M-37/By consent—Proforma Mini Deposit Account opening form for individuals issued by the Punjab National Bank.
- Ex. M-38/By consent—Proforma account opening form for Mini Deposit Account (Joint and Minor Accounts) of the Punjab National Bank.
- Ex. M-39/by consent—Proforma account opening form for Mini Deposit Account for illiterate depositor of the Punjab National Bank.
- Ex. M-40/by consent—Proforma letter of introduction/authority of the Punjab National Bank to collect Mini Deposit on behalf of the Bank.
- Ex. M-41/by consent—Proforma of Punjab National Bank Mini Deposit Collection list.
- Ex. M-42/by consent—Proforma of the Punjab National Bank relating to the agreement to be entered into between the Bank and the Mini Deposit Collector.
- Ex. M-43/by consent—Proforma of appointment letter of the Dena Bank to be issued to Deposit Collector.
- Ex. M-44/by consent—Proforma extension of appointment letter to be issued to Daily Deposit Collector.
- Ex. M-45/by consent—Proforma of indemnity bond of the Dena Bank relating to the appointment of deposit collector under Bank's Deposit Mobilisation scheme.
- Ex. M-46/by consent—Quarterly statement to be sent to Regional Office every quarter of daily deposit scheme for the quarter ended of the Dena Bank (Photostat copy).
- Ex. M-47/by consent—Proforma of the agreement (Annexure-3) to be entered into between the Federal Bank Ltd., and their Agent.
- Ex. M-48/by consent—Annexure-3A of the Federal Bank Ltd., relating to the identity card.
- Ex. M-49/by consent—Photostat copy of the order of appointment to be issued to the Agents of the Federal Bank Ltd.
- Ex. M-50/by consent—Photostat copy of the agreement to be entered into between the Dhanalakshmi Bank Ltd., and the Lakshmi Sevak being the Agent.
- Ex. M-51/by consent—Photostat copy of the termination of agency of Lakshmi Sevak (Annexure 'F') of the Dhanalakshmi Bank Ltd., (Exs. M-51 to M-53 in one sheet).
- Ex. M-52/by consent—Photostat copy of the notice of the Dhanalakshmi Bank Ltd., (Annexure 'G') ceasing the appointment of Agent).
- Ex. M-53/by consent—Photostat copy of termination of service of the Lakshmi Sevak of the Dhanalakshmi Bank Ltd.
- Ex. M-54/by consent—Form of letter to be furnished by Guarantor of the Dhanalakshmi Bank Ltd., (Proforma).
- Ex. M-55/by consent—Proforma of the Dhanalakshmi Bank Ltd., Tirichur to be issued to Lakshmi Sevak.
- Ex. M-56/by consent—Photostat copy of the proforma of the Dhanalakshmi Bank Ltd., to be issued to a Lakshmi Saving Deposit Account Holder.
- Ex. M-57/by consent—Photostat copy of the draft agreement to be obtained on non-judicial stamp paper of requisite value of the Canara Bank.
- Ex. M-58/by consent—Photostat copy of the letter to be issued to the Agent New Nitya Nidhi Deposit Scheme (NNND) by the Canara Bank.
- Ex. M-59/by consent—Photostat copy of the proforma to be sent by the NNND Agent to the Manager, Canara Bank on the aspect of Commission payable to the NNND Agent.
- Ex. M-60/by consent—Proforma (photostat copy) of the Canara Bank to be issued to the Agent under the Collection of New Nityanidhi Deposit.
- Ex. M-61/by consent—Proforma (Photostat copy) of the Agent regarding collection of New Nityanidhi Deposit.
- Ex. M-62/by consent—Proforma (Photostat copy) indemnity letter to be obtained from the NNND Agent for releasing the security deposit at the time of resignation/termination of the Agent.
- Ex. M-63/by consent—Photostat copy Annexure No. 1 relating to the proforma to be submitted by any application under the Scheme Lokmangal Deposit Scheme of the Bank of Maharashtra.
- Ex. M-64/by consent—Photostat copy Annexure-II relating to the Agreement to be entered into between the Bank of Maharashtra and the representation of the Bank under the Lokmangal Daily Deposit Scheme.
- Ex. M-65/by consent—Photostat copy of the Annexure-III Guarantee Bond of the Bank of Maharashtra.
- Ex. M-66/22-7-1977—Carbon copy of the Agreement entered into between Canara Bank and Shri Nanjunde Gowda, the Agent under the Nitya Nidhi Deposit Scheme.
- Ex. M-67/25-7-1977—Carbon copy of the letter from Nanjunde Gowda addressed to the Manager, Canara Bank, Lavelle Road, Bangalore furnishing Security Deposit amount of Rs. 1000/- only.

- Ex. M-68/19-11-1983—Carbon copy of the agreement made at Bangalore between Canara Bank, Bangalore and Sri Nanjunde Gowda, the Agent.
- Ex. M-69/12-7-1985—Letter from Sri Nanjunde Gowda, NND Agent to the Manager, Canara Bank Lavelle Road, Bangalore-1 intimating that he has not made any collection on 11-7-1985.
- Ex. M-70/12-7-1985—English translation of Ex. M-69.
- Ex. M-71/13-7-1985/by consent—Statement showing the Syndicate Bank and 26 other Banks naming their schemes.
- Ex. M-72/by consent—Documents pertains to State Bank of Saurashtra.
- Ex. M-73/by consent—Documents pertains to New Bank of India Ltd.
- Ex. M-74/by consent—Documents pertains to South Indian Bank Ltd.
- Ex. M-75/by consent—Documents pertains to Indian Bank.
- Ex. M-76/by consent—Documents pertains to Dhana-lakshmi Bank Ltd.
- Ex. M-77/by consent—Documents pertains to State Bank of Indore with regard to Memorandum of procedure.
- Ex. M-78/by consent—Documents pertains to Punjab and Sind Bank Ltd.
- Ex. M-79/by consent—Documents pertains to State Bank of Bikaner and Jaipur.
- Ex. M-80/by consent—Documents pertains to Punjab National Bank.
- Ex. M81 by consent—Documents pertains to State Bank of Travancore.
- Ex. M82 by consent—Documents pertains to Sangli Bank Ltd.
- Ex. M83—True copy of the order in W. P. Nos. 3796/82 and 3797/82 by the High Court of Judicature at Madras.
- Ex. M84—True copy of the Judgement in Writ Appeal Nos. 363 & 366/82 by the High Court of Judicature at Madras.
- Ex. M85—Agreement dt. 7-8-78 between the State Bank of India Dharmapuri and K. Srinivasan.
- Ex. M86—State Bank of India Janata Deposit Identity card-cum-pass book.
- Ex. M87—State Bank of India Janata Deposit particulars form.
- Ex. M88—do—
- Ex. M89—State Bank of India, Hyd. Main Branch, Janata Deposit Form.
- Ex. M90—do—
- Ex. M91—Declaration form for joint account pertains to State Bank of India Janata Deposit.
- Ex. M92—Photostat copy of the letter dt. 10-5-76 addressed by R. Ramadurai Development Manager, Union Bank of India to T. Rajamanickam for appointment as Bank's authorised agent for collection of Mini Deposit.
- Ex. M93—Photostat copy of the application dt. 25-2-84 made by T. Rajamanickam Mini Deposit Collector Coimbatore Branch to the Branch Manager Union Bank of India with regard to remittance of the cash in cash department.
- Ex. M94—Photostat copy of the letter dt. 1-2-77 addressed by T. Rajamanickam Mini Deposit Collector to the Branch Manager, Union Bank of India, Coimbatore Branch with regard to that he will not be able to attend the Bank on 2-2-77.
- Ex. M95—Photostat copy of the letter dt. 26-3-85 addressed by T. Rajamanickam Mini Deposit Collector, to the Manager Union Bank of India, Coimbatore Branch intimating that he has no collection on 26-3-85.
- Ex. M96—Photostat copy of the letter dt. 28-10-82 addressed by T. Rajamanickam Mini Deposit Collector, to the Manager Union Bank of India, Coimbatore with regard to that he had no daily collection on 23-10-82.
- Ex. M97—Photostat copy of the letter addressed by T. Rajamanickam Mini Deposit Collector to the Manager, Union Bank of India, Coimbatore intimating that he will not be able to attend his job from 9-10-78 to 11-10-78.
- Ex. M98—Photostat copy of the letter dt. 6-6-79 addressed by T. Rajamanickam Mini Deposit Collector to the Manager Union Bank of India Coimbatore intimating that he will not be able to do his job for four days i.e. from 6-6-79 to 9-6-79.
- Ex. M99—Photostat copy of the letter dt. 20-9-78 addressed by T. Rajamanickam Mini Deposit Collector to the Manager, Union Bank of India Coimbatore intimating that he will not be able to attend the Bank for remittance of collection on 21-8-78 and 23-9-78 and permit him to remit the cash on next working day.
- Ex. M100—Photostat copy of the letter dt. 29-6-77 addressed by T. Rajamanickam Mini Deposit Collector to the Manager, Union Bank of India, Coimbatore intimating that he will not be able to remit the amount and to do his job on 29-6-77.
- Ex. M101—Photostat copy of the letter dt. 1-4-77 addressed by T. Rajamanickam Mini Deposit Collector to the Branch Manager Union Bank of India, Coimbatore intimating that he will not be attend the Bank on 2-4-77.
- Ex. M102—Photostat copy of the letter dt. 20-1-82 addressed by the Branch Manager, Union Bank of India, Coimbatore to T. Rajamanickam with regard to breach of agreement made by him with the Bank and calling for his explanation.
- Ex. M103—Photostat copy of the letter dt. 30-8-77 addressed by the Branch Manager Coimbatore to the Supdt., Dept. of Personnel, Bombay-1 with regard to loan for purchase of moped for Mini Deposit Collector.
- Ex. M104—Photostat copy of the letter dt. 22-2-84 addressed by Branch Manager Coimbatore Branch to T. Rajamanickam Mini Deposit Collector, Coimbatore Branch with regard to non-remittance of the amount in the cash department and to give explanation for the same.
- Ex. M105—Photostat copy of the circular No. BID-CIR. Dept 6/8 dt. -4-81 of Bank of Madura Limited.
- Ex. M106—True copy of the agreement dt. 17-6-78 between K. Bellieraj and the Management of Vijaya Bank Ltd.
- Ex. M107—Photostat copy of the agreement dt. 26-12-83 between K. Bellieraj and Vijaya Bank.
- Ex. M108—Photostat copy of the agreement dt. 11-6-85 between K. Bellieraj and Vijaya Bank.
- Ex. M109—True copy of the letter dt. 27-5-85 addressed by Ashok Kumar Joint Secretary, Ministry of Finance Dept. of Economic Affairs, Parliament Street, New Delhi to M. N. Goiparia Chairman, Indian Banks Association with regard to Daily Deposit Collection Scheme.
- Ex. M110—Photostat copy of the memorandum of agreement dt. 25-9-76.
- Ex. M111—Order in W. P. Nos. 3796 & 3797 of 1982 by the High Court of Judicature at Madras.
- Ex. M112—Judgement in Writ Appeal Nos. 363 & 366/82 by the High Court of Judicature at Madras.
- Ex. M113—Photostat copy of the letter addressed by N. Ramarathinam to the Manager, Indian Bank, Salem with regard to New scheme of Tiny Deposit introduced in the Bank recently.

- Ex. M114—Photostat copy of the appointment order dt. 21-9-76 given by Manager Indian Bank to Y. Ramarathnam.
- Ex. M115—Photostat copy of the memorandum of agreement dt. 25-9-76 between V. Ramarathnam and the Management of Indian Bank.
- Ex. M116—Tiny Deposit Daily Scroll of Indian Bank.
- Ex. M117—Photostat copy of the application form for appointment on Laghu Bachat Agent made by J. Srinivasan.
- Ex. M118—Photostat copy of the acknowledgement receipt from J. Srinivasan to the Manager United Comm. Bank Madurai Branch with regard to further cash to be held by the Bank as security in terms of his appointment.
- Ex. M119—Photostat copy of the appointment order dt. 18-8-79 issued by the Asst. General Manager, United Commercial Bank to J. Srinivasan and subject to the rules of Laghu Bachat Yojna in force from time to time.
- Ex. M120—Photostat copy of the agreement dt. 16-4-75 between U. Alexander and the Bank of Canara.
- Ex. M121—Photostat copy of the agreement dt. 26-12-83 between U. Alexander and the Bank of Canara.
- Ex. M122—Letter dt. 17-11-83 addressed by U. Alexander to the Senior Manager, Canara Bank Cantonment Branch Trichy with regard to continuation to serve as NND Agent in the newly introduced scheme.
- Ex. M123—True copy of the letter dt. 23-1-85 addressed by U. Alexander NND Agent Canara Bank to the Manager, Canara Bank with regard to sending of Rs. 285/- being the amount collected by him.
- Ex. M124/20-11-84—Letter from K. Alexander, N.N.N.W. Agent, C.B., Trichy to the Manager, Canara Bank, Trichy authorising a friend and a co-worker to deposit the amounts collected by him.
- Ex. M125/12-3-85—Letter from K. Alexander N.N.N.W. Agent, C. B. Trichy to the Manager, Canara Bank, Trichy authorising a friend and a co-worker to deposit the amounts collected by him.
- Ex. M126/16-2-85—Copy of the memorandum of settlement entered into by the Management of the Nedungadi Bank Ltd., Calicut and their workmen represented by the Nedungadi Bank Ltd., Calicut and their workmen represented by the Nedungadi Bank Staff Union, Calicut under Sec. 2(P) of the I. D. Act, 1947 (See page No. 8 of the printed pamphlet).
- Ex. M127/16-9-70—Photostat copy of the agreement between the South Indian Bank Ltd. and Sri V. Sukumaran, Canvasser.
- Ex. M128/11-7-80—Photostat copy of the agreement entered into between the South Indian Bank Ltd., and Sri V. Sukumaran, Canvasser.
- Ex. M129/16-9-70—Photostat copy of the letter from Sri V. Sukumaran addressed to the General Manager, South Indian Bank Ltd., H. O. Trichur accepting the conditions mentioned in the Agreement signed by him.
- Ex. M130/11-7-80—Photostat copy of the letter from Sri V. Sukumaran, Calicut-18 addressed to the South Indian Bank Ltd., S. N. Street, Calicut admitting that the executing the agreement by him was fully after understanding the contents therein.
- Ex. M131/31-5-73—Letter from Sri V. Sukumaran, D. S. D. Collection Agent, Calicut to the agent, the South Indian Bank Ltd., Calicut requesting to pay the commissions due on the collection made by Sri V. Rajendran to him.
- Ex. M132/17-9-79—Application of Sri N. Premkumar, Nakkadhu House, P. O. Kolathara to the Manager, the Federal Bank Ltd., Cheruvannur for the post of a money-bec.
- Ex. M133/10-10-79—Form of application for appointment as Small Savings Deposit Collector in the Federal Bank.
- Ex. M134/19-7-79—Original copy of the agreement signed by Sri M. Prem Kumar, Deposit Collector, Federal Bank, Calicut.
- Ex. M135/30-6-75—Photostat copy of the order of appointment given to Sri V. Akbar by the Union Bank of India, Bombay (Regional Office : Ernakulam).
- Ex. M136/25-7-75—Photostat copy of the appointment order issued to Sri V. Akbar as authorised agent for collection of Mini Deposits on behalf of the Union Bank of India.
- Ex. M137/26-2-76—Application of Govindan Kutty for the post of Collection Agent to the Chairman, Lord Krishna Bank Ltd., H. O. Kodungallur.
- Ex. M138/29-9-84—Certified copy of the judgment of the Court of the Addl. Munsiff, Cochin in original Suit No. 292/1982.
- Ex. M139/26-9-78—Photostat copy of the agreement between the Canara Bank and Smt. R. Vasantha the Agent.
- Ex. M140/28-1-84—Photostat copy of the agreement between the Canara Bank and Smt. R. Vasantha, the Agent.
- Ex. M141/4-4-81—Authorisation of collection of Nitya Nidhi Deposit from 9th to 26th April, 1981 in favour of Sri G. Subramaniam issued by Smt. R. Vasantha, NND Collection Agent, Canara Bank, Rajyapalem.
- Ex. M142—Duplicate copy of the voucher of State Bank of Travancore Janata Deposit (Specimen).
- Ex. M143—Original copy of the voucher of State Bank of Travancore Janata Deposit Scheme (Specimen).
- Ex. M144—State Bank of Travancore Janata Deposit Identity Card cum pass book.
- Ex. M145—Specimen of State Bank of Travancore Janata Deposit, particulars of Deposits Collected.
- Ex. M146/16-10-78—Photostat copy of the agreement between the State Bank of Travancore and P. Jhandavan, Deposit Collector of the Bank.
- Ex. M147/4-10-78—Photostat copy of the application of A. Thandavan, Palghat to the Manager, State Bank of Travancore, Palghat for the appointment to the post of Janata Deposit Collector.
- Ex. M148/10-1-79—Photostat copy of the agreement entered into by the Parur Central Bank Ltd., Balaramapuram and Sri Selvaraj, B. P. W. VIII 161, New Street, Balaramapuram hereinafter called the Deposit Collector.
- Ex. M149—Specimen of the Parur Central Bank Ltd., 'Daily Savings Deposit Collection Receipt card.
- Ex. M150—Specimen of the Parur Central Bank Ltd., Daily Savings Deposit Collection Slip.
- Ex. M151—Specimen of the Credit Voucher of the Parur Central Bank Ltd.
- Ex. M152—Photostat copy of the letter from Sri S. Selvaraj, BPW. VIII/161, New Street, Balaramapuram to the Parur Central Bank Ltd., Head Office, N. Parur about the deposit of Rs. 1,000 under F. D. R. and to accept it as liability to pay to the Bank any further sum should such deposit become insufficient is also hereby confirmed by the Deposit Collector.
- Ex. M153—Specimen form the Parur Central Bank, N. Parur on the 'Application to open A. D. S. D. Account.'

- Ex. M154—Photostat copy of the agreement dt. 13-3-79 entered into between Ghanshyam Agarwal Deposit Collector and the State Bank of Bikaner and Jaipur.
- Ex. M155—Photostat copy of the draft of collection Agent's agreement between Punjab and Sind Bank and Surendranath Varma.
- Ex. M156—Photostat copy of draft guarantee bond between the Punjab and Sind Bank and Surendranath Varma.
- Ex. M157—Photostat copy of the Agreement dt. 19-11-83 entered into between V. S. Vani Nitynidhi Deposit Collector and the Management of Canara Bank.
- Ex. M158—Photostat copy of the leave letter dt. Nil addressed by V. S. Vani to the Manager, Canara Bank, Aurangabad.
- Ex. M159—Letter dt. 23-11-83 addressed by V. S. Vani to the Manager Canara Bank, Aurangabad with regard to loss of N. N. D. Credit Slip book and requesting for a fresh book.
- Ex. M160—do—
- Ex. M161—Photostat copy of the letter dt. 23-11-83 addressed by V. S. Vani to the Manager, Canara Bank, Aurangabad with regard to lost of New Nitynidhi Deposit Scheme collection receipt book by him.
- Ex. M162—Photostat copy of the appointment order dt. 25-6-79 issued to Arun Kumar Dhandiram totla by the Asstt. Regional Manager, Dena Bank Pune Region.
- Ex. M163—Letter dt. 22-7-85 addressed (Malayalam) by P. R. Narayanan N. N. D. Agent, Canara Bank, Tritala to the Manager, Canara Bank Tritala.
- Ex. M164—do. Translation of Ex. M163.
- Ex. M-165—Photostat copy of the agreement dated 17-10-1979 entered into between S. Chand Basha and the Management of Andhra Bank.
- Ex. M-166—General Form of Guarantee dated 17-10-79 issued to the Andhra Bank, Penukonda by S. Chand Basha.
- Ex. M-167—General Form of Guarantee dated 17-10-1979 issued to the Andhra Bank Penukonda by S. Chand Basha.
- Ex. M-168—Complaint dated 24-3-1981 given by K. N. Satheesh Babu to the Regional Manager, Andhra Bank.
- Ex. M-169—Complaint dated 24-3-1981 given by K. N. Satheesh Babu. B.L.D. Agent, Andhra Bank Penukonda to the Manager Andhra Bank, Penukonda.
- Ex. M-170—Show cause notice dated 17-12-1981 issued to S. Chand Basha by the Personnel Manager, Andhra Bank, Sultan Bazar, Hyderabad.
- Ex. M-171—Representation dated 21-3-1981 made by Amar Wines Penukonda to the Regional Manager, Andhra Bank.
- Ex. M-172—Representation made by Bhagyalakshmi Depositor Penukonda to S. Chand Basha.
- Ex. M-173—Photostat copy of the agreement dated 23-3-1978 entered into between M. Suryachari and the Indian Overseas Bank, Nizamabad.
- Ex. M-174—Photostat copy of the Authorisation dated 27-3-1978 given by Indian Overseas Bank to M. Suryachari to collect Thrift Deposits.
- Ex. M-175—Photostat copy of the list of daily deposits.
- Ex. M-176—Photostat copy of the Thrift Deposit pay-in-slip pertaining to Indian Overseas Bank.
- Ex. M-177—Photostat copy of the Thrift Deposit Pass Book pertaining to Indian Overseas Bank.
- Ex. M-178—Photostat copy of the Agreement entered into between G. Ramachandran and the State Bank of Hyderabad.
- Ex. M-179—Janata Deposit account list of daily collections of State Bank of Hyderabad.
- Ex. M-180—Deposit collector's card pertaining to State Bank of Hyderabad.
- Ex. M-181—Janata Deposit Identity card-cum-pass book pertaining to State Bank of Hyderabad.
- Ex. M-182—Photostat copy of the application of appointment of the post of Pragathi Collector in Vysya Bank Ltd., Bangalore City.
- Ex. M-183—Photostat copy of the appointment order dated 6-2-1967 issued to M. Madhusudan as Pragathi Deposit Collector by the Vysya Bank Ltd., Central Office, Bangalore-2.
- Ex. M-184—Photostat copy of the agreement dated 22-2-1967 entered into between M. Madhusudan and the Vysya Bank Ltd., Bangalore.
- Ex. M-185—Additional Agreement entered into between M. Madhusudan and the Vysya Bank Ltd., Hyderabad.
- Ex. M-186—Copy of the statement showing misappropriation done by the Deposit collectors from December, 1984 to November, 1975 in different Branches of the Syndicate Bank.
- Ex. M-187—Photostat copy of the Award in I. D. No. 20/83 dated 18-1-1985 on the file of the Industrial Tribunal, Tamilnadu, Madras.
- Ex. M-188—Photostat copy of the Award in I. D. No. 53/83 on the file of Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court, Kanpur.
- Ex. M-189—Indian Overseas Bank Thrift Deposit Scheme procedural aspects.
- Ex. M-190—Collection of thrift deposit form pertaining to Indian Overseas Bank.
- Ex. M-191—Photostat copy of the report of the N.N.D. Study group on N.N.D. scheme, submitted to the Procedures & Systems Committee of Canara Bank by Chairman, N.N.D. Study Group.
- Ex. M-192—Photostat copy of the respect dated 3-1-1985 on actual or suspected frauds in Banks by the Canvasser of Daily Savings Deposit Collector of South Indian Bank Ltd.
- Ex. M-193—Photostat copy of the complaint dated 18-2-1983 given by Branch Manager, the South Indian Bank Ltd., to the S.H.O.P.S. Lahorigate, Delhi with regard to criminal breach of trust and defalcation of accounts by E.K. Karthikeyan, D.S.D. Canvasser.
- Ex. M-194—Photostat copy of the proforma dated 3-12-1985 with regard to report on actual or suspected frauds in South Indian Bank by the D.S.D. Collector.
- Ex. M-195—Photostat copy of the order dated 1-3-1983 in W.F.M.P., No. 13251/82 in W.P. No. 8858/82 on the file of Presiding Officer, Industrial Tribunal (C) Madras between the Management of Indian Bank, Madras and M. Seetha Lakshmi Ammal.
- Ex. M-196—Photostat copy of the civil order in 11191 W. of 1982 on the file of the High Court of Calcutta pertains to Indian Bank Local Office Calcutta and some of the deposit collectors.
- Ex. M-197—True copy of the Jeevannidhi Deposit account, opening form pertains to Vijaya Bank, Ltd.
- Ex. M-198—True copy of the Jeevan Nidhi Deposit Collection card pertains to Vijaya Bank Ltd.
- Ex. M-199—Jeevan Nidhi Deposit collection register pertains to Vijaya Bank.

- Ex. M-200—Jeevan Nidhi Pass Book pertains to Vijaya Bank Ltd.
- Ex. M-201—Photostat copy of the cost study of J.N.D. Scheme pertains to Vijaya Bank.
- Ex. M-202—Photostat copy of the civil order 11194W of 1982 dated 12-8-1983 on the file of High Court of Calcutta with reference to the implementation of circular dated 18-2-1982 issued by the Chairman Vijaya Bank
- Ex. M-203—True copy of the H.D. Collection Sheet pertains to Karnataka Bank Ltd.
- Ex. M-204—True copy of the account opening card pertains to Karnataka Bank.
- Ex. M-205—True copy of the collection form pertains to Karnataka Bank.
- Ex. M-206—Photostat copy of the acceptance letter dated 21-5-1974 given by P. Peravakutty to the Nedungadi Bank Ltd., Calicut.
- Ex. M-207—Statement showing the actual increase in deposits interest paid and expenditure on agents and finally expenditure as of percentage of increase in deposits in lakhs for the years 1969 to 1985 pertains to Canara Bank.
- Ex. M-208—True copy of the identity card pass book of Janata Deposit Scheme pertains to State Bank of Indore.
- Ex. M-209—True copy of the account opening form of Janata deposit Scheme pertains to State Bank of Indore.
- Ex. M-210—True copy of the Daily collection card number pertain to State Bank of Indore.
- Ex. M-211—Letter dated 21-4-1980 written by M. Madhu Sudan P. D. collector to the Manager Vysya Bank, Ltd., Abid Road, Hyderabad stating that he is going to Tirupathi and in his place Sri K. Chandriah who is also a P. D. collector will be done Deposit Collection.
- Ex. M-212—True copy of the calculation sheet for Rs. 1 account 100. Accounts for 12 months period pertains to Sangli Bank.
- Ex. M-213—True copy of the cost benefit analysis of NNND Accounts pertains to Canara Bank.
- Ex. M-214—Photostat copy of the circular dated 10-5-1979 issued by Chief Officer, Bank of Madurai with regard to appointment of canvassing-cum-collection agent for Dinaseini deposits.
- Ex. M-215—Tiny Savings Scheme deposit coupon pertains to United Bank of India (in triplicate).
- Ex. M-216—Printed Booklet of Tiny Saving Scheme Deposit Scheme pertains to Indian Bank in three sheets.
- Ex. M-217—True copy of the viability of the Tiny Deposit scheme pertains to Indian Bank.
- Ex. M-218—True copy of the cost benefit of the tiny deposit Scheme pertains to Indian Bank in three sheets.
- Ex. M-219—True copy of the actual data relating to 1985 pertains to Indian Bank.
- Ex. M-220—Janata Deposit Scheme pertains to State Bank of India.
- Ex. M-221—Analysis for the year 1984 pertains to State Bank of India.
- Ex. M-222/by consent—Documents pertains to United Bank of India, Calcutta.
- Ex. M-223/by consent—Documents pertains to Karur Vysya Bank Ltd., Central Office, Karur.
- Ex. M-224/by consent—Photostat copy of the agreement dt. 15-3-78 between Surender Kumar Sethi and the New Bank of India Ltd.

- Ex. M225/by consent—Documents pertain to Dena Bank, Pune Regl. Office.
- Ex. M226/by consent—Documents pertain to Punjab and Sind Bank.
- Ex. M227/by consent—Documents pertain to State Bank of Bikaner and Jaipur, Head Office, Jaipur.
- Ex. M228/By consent—Documents pertains to Miraj State Bank, Ltd.
- Ex. M229/By consent—Documents pertain to Tamilnadu Mercantile Bank Ltd., Hyderabad.
- Ex. M230/by consent—Document pertain to Dhana-lakshmi Bank, Trichur.
- Ex. M231—Duplicate copy of the Bhagyalakshmi Deposit receipt pertain to Andhra Bank.
- Ex. M232—Duplicate copy of the Bhagyalakshmi Deposit receipt pertain to Andhra Bank.
- Ex. M233—True copy of the Bhagyalakshmi Deposit Daily Collection Statement of Andhra Bank.
- Ex. M234—Bhagyalakshmi Deposit Account Book pertains to Andhra Bank.
- Ex. M235—Copy of the Bhagyalakshmi account opening form pertains to Andhra Bank
- Ex. M236—Copy of the circular No. DFP/18/78 dt. 20-4-78 issued to all Branches of State Bank of Hyderabad by the General Manager (Operations) Head Office, Hyderabad with regard to Janata Deposit Scheme.
- Ex. M237—Copy of the Account Opening Form-cum-Specimen signature sheet pertaining to State Bank of Hyderabad.

## Industrial Dispute No. 108 of 1984

Witnesses examined

for the workmen

W.W.1 P. V. Srinivasan

Witness examined

for the Management

M.W.1 K. M. Ananda Krishnan

M.W.2 K. K. Raj.

M.W.3 S. Joseph Rotina Swamy

## Documents marked for the Workmen

- Ex. W1—Photostat copy of the application dt. 28-8-80 for appointment submitted to the Regl. Manager, Indian Overseas Bank Regl. Office, Coimbatore by P. V. Srinivasan.
- Ex. W2—Photostat copy of the appointment order dt. 3-10-80 issued to P. V. Srinivasan by the Manager, Indian Overseas Bank K. S. Palayam, Perundurai-638052.
- Ex. W3—Photostat copy of the account opening form-cum-specimen signature card, pertains to Indian Overseas Bank.
- Ex. W4/by consent—Representation dt. 9-2-84 made by M. N. Krishnan Asstt. General Manager, Indian Overseas Bank, Madras to the Asstt. Labour Commissioner (C) Block-III Floor-V Shastri Bhavan, Madras-600006 with regard to termination of services of P. V. Srinivasan, Thrift Deposit Collector of Karumondichelli Palayam Branch.

- Ex. W5/by consent—Minutes of the conciliation proceedings dated 10-7-84.
- Ex. W6/by consent—Photostat copy of the Mini Deposit Scheme. Door-to-door collections questionnaire.
- Ex. W7/by consent—Copy of the credit cash voucher.
- Ex. W8/by consent—Letter dt. 7-2-87 from the General Secretary to the Asstt. General Manager, Indian Overseas Bank Central Office, Madras-600002 with regard to hearing of this dispute at Hyderabad before the Industrial Tribunal (C) on 11-2-87.

#### Documents marked for the Management

- Ex. M1/by consent—Photostat copy of the Thrift Deposit Balance as on 2-8-85.
- Ex. M2/by consent—Photostat copy of the letter dt. 10-11-82 addressed to P. V. Srinivasan, T. D. Collector, Perundurai by the Manager, Indian Overseas Bank, Karumandichallipalayam, advised him not to entertain any application for opening of accounts from anybody, till they receive further instructions from the Regl. Office, Coimbatore.
- Ex. M3/by consent—Photostat copy of the termination order dt. 13-9-83 issued to P. V. Srinivasan by the Manager, Indian Overseas Bank, Karumandichallipalayam.
- Ex. M4/by consent—Photostat copy of free hand translation of the notice given (in Tamil) "Malai Murasu" dt. 19-10-83.
- Ex. M4(a)—Photostat copy of the Notice (in Tamil) given Malai Murasu dt. 19-10-83.
- Ex. M5/by consent—Photostat copies of the correspondence between P. V. Srinivasan and the Manager, Indian Overseas Bank.
- Ex. M6/by consent—Photostat copy of the list of daily deposits under Thrift deposit scheme.
- Ex. M6(a)/by consent—Photostat copy of the list of daily deposits under Thrift deposit scheme.
- Ex. M6(b)/by consent—Photostat copy of the Thrift Deposit pay-in-slip.
- Ex. M7/by consent—Photostat copy of the thrift deposit pass book.
- Ex. M8/by consent—Photostat copy of the Thrift Deposit Schemes procedural aspects.
- Ex. M9/by consent—Photostat copy of the agreement to the entered into between Indian Overseas Bank and the Deposit Collector.
- Ex. M10/by consent—Photostat copy of the details of security deposit paid by P. V. Srinivasan Thrift Deposit Collector.
- Ex. M11/by consent—Photostat copy of the letter of authority dt. 2-12-81.
- Ex. M12/by consent—Photostat copy of specimen of thrift deposit pay-in-slip.
- Ex. M13/by consent—Photostat copy of the Identity card of P. V. Srinivasan.
- Ex. M14/by consent—Photostat copy of the memo dt. 6-1-86 issued to E. R. Manivannan, T.D. Collector, Kanyamalai Branch.
- Ex. M15/W.W.1—Photostat copy of the application form for deposit collector.
- Ex. M16/Subject to proof and relevancy—Photostat copy of the free hand translation (in Tamil) letter dt. 9-3-83 addressed to the Manager, Indian Overseas Bank, K. S. Palayam Branch, Perundurai by T. N. Mani.

- Ex. M17/Subject to proof and relevancy—Photostat copy of the letter (in Tamil) dt. 9-3-83 addressed to the Manager, Indian Overseas Bank K. S. Palayam Branch, Perundurai by T. N. Mani.

M.P. No. 116/84 in I.D. No. 14/80

Witnesses examined  
for the Ptr. Workman :  
P.W.1 J. Srinivasan

Witnesses examined for  
the Resp. Management.

#### Documents marked for the Petitioner-workmen

- Ex. P1—Photostat copy of the appointment order for collection agent dt. 18-8-79 issued to J. Srinivasan by the Asstt. General Manager, United Commercial Bank, Madras.
- Ex. P2—Photostat copy of the letter dt. 24-3-84 addressed to R. Srinivasa Rao, by the Manager, United Commercial Bank, Madurai with regard to not to open any new accounts under Laghu Bachat Yojana Scheme until further instructions.

#### Documents marked for the Respondent-Management

- Ex. R1—Photostat copy of the application form for appointment as Laghu Bachat Agent.
- Ex. R2—Photostat copy of the acknowledgement receipt of letter No. 1526/79 dt. 18-8-79 from J. Srinivasan to the Manager United Commercial Bank, Madurai Branch.
- Ex. R3—Photostat copy of the appointment order for collection agent dt. 18-8-79 issued to J. Srinivasan by the Asstt. General Manager, United Commercial Bank, Divl. Office, Madras.

M.P. No. 117/84 in I.D. No. 14/80

#### Appendix of evidence

NIL

M.P. No. 6/86 in I.D. No. 14/80

#### Appendix of evidence

NIL

M.P. No. 354/86 in I.D. No. 14/80

#### Appendix of evidence

Witnesses examined on either side.

NIL

#### Documents marked for the Petitioner-workmen

- Ex. P1/by consent—Photostat copy of the Public Notice issued by General Manager, (Planning) Punjab and Sind Bank, stating that Choti Bachat Scheme discontinued with effect from 1-1-86.
- Ex. P2/by consent—Photostat copy of the letter dated 28-12-85 addressed by Asstt. General Manager, Punjab and Sind Bank Lucknow to the Sr. Manager/Manager/Officer Incharge Punjab and Sind Bank, Allahabad with regard to winding up of Choti Bachat Scheme.
- Ex. P3/by consent—Photostat copy of Draft notice of termination issued by Manager.

#### Documents marked for the Respondent-Management

NIL



नई दिल्ली, 26 मई, 1989

का. आ. 1381—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 मई, 1989 को प्राप्त हुआ था।

New Delhi, the 26th May, 1989

S.O. 1381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur as shown in Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 22nd May, 1989.

### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 27 of 1987

IN THE MATTER OF DISPUTE BETWEEN :

Shri V. N. Verma C/o. The President,  
U.P. Bank Employees Congress,  
121—Alopi Bagh,  
Allahabad.

PETITIONER

AND

The Chief Regional Manager,  
State Bank of India,  
Regional Office,  
The Mall,  
Kanpur

OPP. PARTY

### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/76/86-D. II(A), dated 12-2-1987, has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of State Bank of India regarding refusal of payment of pension to Shri Virendra Nath Verma, Clerk, State Bank of India, Main Branch, Allahabad is legal and justified ? If not, to what relief is the workman concerned entitled ?”.

2. The present case was fixed at camp Allahabad on 22-2-1989 and prior to it on 24-11-1988 Shri Sekhari had moved application withdraw his Authority from the case which was allowed. The notice was, thereafter, sent to the workman concerned fixing 30-12-1988 at the address given in the reference order for filing rejoinder. Since 30-12-1988 neither the workman nor his representative is appearing in the case. After 30-12-1988, 3-1-1989, 22-2-1989 and 24-2-1989 were fixed in the case. On 5-4-1989 again none has appeared to file rejoinder in the case from the side of workman. 5-4-1989 was the date fixed for filing of affidavit evidence by the workman.

3. As such it appears that workman is not interested in contesting the case.

In the circumstances discussed above a no claim award is given in the case.

ARJAN DEV, Presiding Officer

[No. L-12012/76/86-D. II (A)/D. III (A)]

1472 GI/89—6.

का. आ. 1382—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 मई, 1989 को प्राप्त हुआ था।

S.O. 1382.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal at Kanpur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 22nd May, 1989.

### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 5 of 1987.

IN THE MATTER OF DISPUTE BETWEEN :

The President,  
U.P. Bank Employees' Congress,  
121 Alopi Bagh,  
Allahabad.

... Petitioner

AND

The Regional Manager,  
Region III,  
State Bank of India,  
The Mall,  
Kanpur

.... Opp. Party.

### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/58/86-D. II (A), dated 7-1-1987, has referred the following dispute for adjudication to this Tribunal for adjudication :—

“Whether the action of the management of State Bank of India in respect of their Khuldabad Branch in taking work of messengerial nature from Shri Kishan Chand, Canteen Boy and not giving him the benefit of permanent absorption in Bank's service is legal and justified ? If not, to what relief the workman concerned is entitled ?”.

2. In the present case Shri Sekhari had withdrawn his Authority vide his application dated 24-11-1988, prior to it dates 30-5-1988, 6-7-1988, 25-8-1988, 27-9-1988 & 21-10-1988 had already been allowed to the workman for filing rejoinder as the management had filed their written statement on 4-5-1988 the copy of which had been received by Sekhari on that very day. But till 24-11-83 Shri Sekhari had done nothing in this case.

3. After 24-11-1988 dates 3-1-1989, 23-2-1989, 24-2-1989 were given to the workman for filing rejoinder after issuing notice on 25-11-88 to the Union. But despite that none appeared in the case. On 5-4-89 again none appeared from the side of workman despite issue of notice dated 6-3-1989 5-4-1989 was the date of filing of affidavit evidence by the workman.

4. As such it seems that the workman is not interested in contesting the case.

5. In the circumstances discussed above a no claim award is given in the case.

ARJAN DEV, Presiding Officer,

[No. L-12012/58/86-D. II (A)]

नई दिल्ली, 29 मई, 1989

का. अ. 1383—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 मई, 1989 को प्राप्त हुआ था।

New Delhi, the 29th May, 1989

S.O. 1383.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 22nd May, 1989.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
KANPUR

Industrial Dispute No. 6 of 1987

In the matter of Dispute :

#### BETWEEN

The President U.P. Bank Employees Congress 121 Alopi  
Bagh Allahabad.

#### AND

The Regional Manager, Region III State Bank of India  
Regional Office The Mall, Kanpur.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/41/86-D.II (A) dated 13-1-87, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of State Bank of India in relation to their Agriculture Institute Branch, Allahabad in taking work of messenger from Shri Ashok Kumar, Canteen Boy and not giving him the benefit of permanent absorption in Bank's service is legal and justified? If not to what relief the workmen concerned is entitled?

2. The present case was fixed today i.e. on 5-4-89 for filing of affidavit evidence by the workman. A notice in this regard was sent to the workman in pursuance of order dated 24-2-89. But despite issue of notice on 6-3-89 none has appeared from the side of the workman.

3. Thus it appears that the workman is not interested in contesting the case. As such a no claim award is given in the case.

ARJAN DEV, Presiding Officer

[No. L-12012/41/86-D.II (A)]

का. अ. 1384—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 मई, 1989 को प्राप्त हुआ था।

S.O. 1384.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 22nd May, 1989.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
KANPUR

Industrial dispute No. 2 of 1987

In the matter of dispute :

#### BETWEEN :

Shri Ram Bilas Verma and others

C/o Sh. G. K. Pandey

President U. P. Bank Employees Congress

121 Alopi Bagh

Allahabad.

#### AND

The Regional Manager

Region III

State Bank of India

The Mall, Kanpur.

#### AWARD

1. The Central Government, Ministry of Labour vide its Notification No. L-12012/269/III/85-D-II(A) dated 30-12-86, has referred the following dispute for adjudication to this Tribunal for adjudication :—

Whether the action of the management of State Bank of India in relation to their MLN Medical College Branch and Siralhu Branch in appointing S/Sh. Ram Biswas Verma and Shripal, as Canteen Boys and taking work of canteen boy and messengerial nature from them without giving them and benefit of permanent absorption in Banks' service and other consequential benefits is legal and justified? If not, to what relief the concerned workman are entitled.

2. In the present case 4-5-88 was the last date for filing of rejoinder by the workman, but it was not filed till 24-2-89 when 5-4-89 was fixed as the date for filing of affidavit evidence by the workman. On 24-11-88 Sh. Shekhari withdrew his authority from the case.

3. As such it appears that the workman is not interested in contesting the case and a no claim award is given against him.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12012/269/85-D-II(A)/D-III(A)]

P. V. SRFEDHARAN, Desk Officer.

नई दिल्ली 26 मई, 1989

का. अ. 1383—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्माल इन्डस्ट्रीज सर्विस इंस्टीट्यूट, मद्रास के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-89 को प्राप्त हुआ था।

New Delhi, the 26th May, 1989

S.O. 1385.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Small Industries Service Institute, Madras and their workmen, which was received by the Central Government on the 18-5-89.

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU MADRAS

Thursday, the 13th day of April, 1989  
Industrial Dispute No. 33 of 1988

(In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Small Industrial Service Institute, Madras-32).

#### BETWEEN

Miss. I. Mumtazbanu,  
Room No. 21, 5/95, Broadway,  
Madras-600001.

#### AND

1. The Director, Small Industries Service Institute, 65/1, G.S.T. Road, Guindy, Madras-600052.
2. The Secretary to Government,  
Ministry of Industry,  
Government of India, New Delhi.

#### REFERENCE :

Order No. L-42012/57/87-D.II(B), dated 24-5-1988 of the Ministry of Labour, Govt. of India, New Delhi.

The dispute coming on for final hearing on Monday, the 2nd day of January, 1989 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru T. Fenn Walter, Authorised Representative appearing for the workman and of Thiru G. Rajan, Central Government Pleader for the Management and this dispute having stood over till this day for consideration this Tribunal made the following :

#### AWARD

This dispute between the workman and the management of Small Industrial Service Institute, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-42012/57/87-D.II(B), dated 24-5-88 of the Ministry of Labour for adjudication of the following issue :

"Whether the action of the Management of Small Industries Service Institute in terminating Kumari I. Mumtaz Banu, Lower Division Clerk from service with effect from 24-10-86 is justified ? If not, to what relief the workman concerned is entitled ?"

2. The Petition averments are that the Petitioner entered service under the 1st Respondent on 21-8-84 as Lower Division Clerk. Her service throughout was one efficient and devoted. After her appointment some other persons have also been appointed as Lower Division Clerks. To her surprise she was terminated from service on 28-10-86 without notice and payment of compensation contrary to Section 28-F of I.D. Act, 1947. Her termination is invalid and illegal. Above all the juniors are still in office in violation of Section 25-F of I.D. Act. The 1st Respondent has 175 workmen employed in various capacity and ought to have applied for permission for retrenching the petitioner under Section 25-N of the I.D. Act. Hence the retrenchment without permission of the Government is illegal. The Petitioner is entitled to reinstatement with all benefits. She was drawing a salary of 1350 per month at the time of termination of service. Hence the claim petition.

3. The 1st Respondent in his counter statement states that the Petitioner was appointed as Lower Division Clerk purely on temporary basis on the condition that the Petitioner's appointment will liable to be terminated at any time without prior notice or assigning any reason. Her service was terminated on 24-10-86 as per the terms and conditions. The Petitioner is not entitled to any relief or compensation as per Rules. The Respondent states that the Industrial Disputes Act, 1947 is not applicable in this case as the respondent's office is a subordinate office under Small Industries Development Organisation under the 2nd Respondent that is the Ministry of Industry of Government of India and hence cannot be termed as an Industry as defined under the Industrial Disputes Act. Hence her termination is not illegal. It is incorrect to state the persons who are juniors to the Petitioner are still continuing their service. The regular employment is to be done only by Staff Selection Committee. Hence the claim is to be rejected.

4. The point for determination is (1) whether the termination of Kumari I. Mumtaz Banu, Lower Division Clerk from service is justified ? (ii) To what relief ?

5. Ex. W-1 to W-3 were marked by consent. The Petitioner was examined as W.W1 and the Respondent has not let in any oral evidence.

6. Point (i) The petitioner, W.W.1 would speak about her appointment as Lower Division Clerk on 21-8-84 and also the duty performed by her. That apart she also spoke about the nature of job that was done by the Respondent. While so her service was terminated without giving any notice nor was she paid any compensation. She would deny the fact that the Respondent-Management is not an Industry. She will also add that the juniors are still working.

7. The case of the Petitioner is resisted by the Respondent on the ground that the Respondents not an Industry so as to attract the provisions of Industrial Disputes Act, 1947. It is the case of the Respondent, since the Respondent was not an industry as defined under the Industrial Disputes Act, 1947 the Petitioner cannot claim any right for violation of provisions of Industrial Disputes Act so as to contend that she must be reinstated. It is necessary to go into whether the Respondent-Management is an industry or not as defined under Section 2(j) of the Industrial Disputes Act. In this connection, 1978-1-L.L.J. Page 405 (S.C.) is the authority on this proposition. The Bench of Supreme Court after elaborate discussion of various decisions has laid down the policy whether the institution is an industry or not. It is found therein,

"(a) Where a complex of activities, some of which qualify for exertion, others not, involves employees on the total undertaking, some of whom are not 'workmen' as in the University of Delhi case or some departments are not productive of goods and services if isolated, even then, the predominant nature of the services and integrated nature of the departments as explained in the corporation of Nagpur, will be the true test. The whole undertaking will be 'industry' although those who are not 'workmen' by definition may not benefit by the Status.

(b) Notwithstanding the previous clauses, sovereign functions, strictly understood, alone qualify for exemption, not the welfare activities or economic substantially severable, then they can be considered bodies.

(c) Even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within Section 2(j).

(d) Constitutional and competently enacted legislative provisions may well remove from the scope of the Act."

If we take the guideline framed in the above decision to find out whether it is an industry or not, the respondent in this case would fall within the definition of Section 2(j) of the Industrial Disputes Act. In this connection, W-1 indicates the nature of Service of the Respondent. Institute provides for the public. More particularly small industries. The Institute gives various form of assistance to the person interested in starting industry. This institute has been mainly formed to give fillip to the development of small scale industry.

the country. It is true, it comes under the control of Central Government. But it is contended merely because it is one of the departments of Government of India, it exercises sovereign functions and therefore it is not an industry. In this connection also the Supreme Court in the above decision has held the sovereign functions alone qualified for exemption and not the welfare activities or economic activities undertaken by Government or statutory bodies. It is further held that every departments discharging sovereign functions, if there are units who which are industries and they are substantially severable, then they can be considered to come within industry. Therefore it cannot be contended merely on the ground that the Respondent Institute is only giving some assistance to the small scale industries by way of service. Thus it is seen that the law having been unambiguously declared by the Supreme Court in the above decision. Consequently the provisions are applicable. In this case admittedly, the petitioner was in employment under the Respondent from 21-8-84 to 24-10-86 beyond 240 days. Therefore, the termination would be by violating the conditions imposed under Section 25-F of the Industrial Disputes Act. It is further seen from 1982-1-L.L.J. at page 330 that Supreme Court has held that "termination of service of a workman is brought about for any reason whatsoever it would be retrenchment except a case falls within any of excepted categories under Section 2(oo) namely (i) termination by way of punishment inflicted pursuant to disciplinary action; (ii) voluntary retirement of the workman; (iii) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; (iv) termination of service on the ground of continued ill-health. Once a case does not fall in any of the excepted categories, the termination of service even if it be according to automatic discharge from service under agreement would none the less be retrenchment within the meaning of the expression in Section 2(oo)." In the light of this decision it is futile to contend that the appointment of the Petitioner was adhoc or temporary basis and therefore liable to be terminated without notice.

8. In 1984-1-L.L.J. page 233 the Supreme Court held that termination of service for the reasons mentioned in the notice is not covered by any of the Clause a, b and c of Section 2(oo), which defines retrenchment and it is now well settled that "where the termination of service does not fall within any of the excluded categories the termination would be ipso facto retrenchment". It is thus clear from the above decision, the termination in whatever manner other than one covered under Section 2(oo) of the Industrial Disputes Act would amount to retrenchment. In this case, the petitioner having been retrenched, the Respondent-Management ought to have followed the conditions mentioned in Section 25-F of the Industrial Disputes Act. Section 25-F reads:

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service;

- (b) the workman has been paid, at the time of retrenchment, compensation, which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months;"

Admittedly the above conditions of Section 25-F have not been followed in this case. The failure to apply the above conditions would only lead to the conclusion that retrenchment is not valid and consequently the petitioner will be entitled to the benefits under the Industrial Disputes Act. For these reasons, it is found the termination of the Petitioner is illegal.

9. Point (ii) In the result an award is passed directing the Respondent to reinstate the Petitioner without back wages within one month from the date of publication of this award. No costs.

Dated, this 13th day of April, 1989.

K. NATRAJAN, Industrial Tribunal

[No. L-42012/57/87-D. II(B)]

WITNESSES EXAMINED

For Workman : M. W. —J. Mumtaz Banu.

For Management : None.

DOCUMENTS MARKED :

For Workman :

Ex. W-11 —Brouchure "Small Services to Small Scale Industries" published by Management.

Ex. W-2 —Brochure "Entrepreneurial Development Programme for beneficiaries of Self Employment Scheme" published by the Management.

Ex. W-3/11/13-3-87—Conciliation Failure Report (Xerox copy)  
For Management : Nil.

नई दिल्ली, 30 मई, 1989

कां. अं. 1386:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुप्रिटेन्डेड पोस्ट ऑफिसर, पाली के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार का 16-5-89 का प्राप्त हुआ था।

New Delhi, the 30th May, 1989

S.O. 1386.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Supdt. of Post Office, Pali and their workmen, which was received by the Central Government on 16-5-89.

परिशिष्ट

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

कम नं. सी. आई. टी. 38/88

भारत सरकार और मंत्रालय की अधिसूचना नं. एन. 40012/24/87-डी (ii) (सी) दिनांक 3-6-88

श्री धनाराम चौधरी पुत्र श्री धनाराम चौधरी  
पा—पालीवाल, सहा. जेलारण पाली।

—अधिक पक्ष

अनाम

सुप्रिटेन्डेड पोस्ट ऑफिस, पाली।

—नियोजक

अधिक पक्ष की ओर से

नियोजक की ओर से

दिनांक अनाम:

श्री एम. एस. बेग  
कोई उपस्थिति नहीं  
12-10-88

अवार्ड

भारत सरकार और मंत्रालय ने निम्न विवाद हम न्यायाधिकरण को अपने अधिसूचना नं. एन-40012/24/87-II(डी) दिनांक 3-6-88 के द्वारा अधिनियम हेतु औद्योगिक विवाद अधिनियम की धारा 10(1)(डी) के अंतर्गत प्रेषित किया है—

"Whether the action of the management of postal Authorities in terminating Shri Dhannar Ram Choudhary, ex. Stamp Vender from service with effect from 21-6-1989 is legal/justified? If not, to what relief the workman concerned is entitled and from what date?"

2 बार प्राप्ति उक्त निर्देशन इस व्यापारिकरण में पंजीकृत किया गया व उभयपक्षकारान को नोटिसस जरिये पंजीकृत डाक दिये गये। प्रार्थी को भोर से निम्न स्टैटमेंट आफ कलेम प्रस्तुत किया गया। यह कि प्रार्थी श्रमिक की प्रथम नियुक्ति 1-1-77 को शाखा डाकघर के पद पर ग्राम रानीवाल में की गई थी तत्पश्चात् वह इसी पद पर कार्य करता रहा। प्रार्थी श्रमिक ने अपने कार्य काल के दौरान दिनांक 11-9-83 को पोस्टमैन केडर की विभागीय परीक्षा उत्तीर्ण कर ली। जिसका आदेश प्रदर्श डब्ल्यू-1 है तत्पश्चात् प्रार्थी श्रमिक ने सितम्बर 1983 से 13 मार्च 1985 तक राय रानीवाल में शाखा डाकघर में काम किया और 14 मार्च 85 से मई 85 तक वह मारवाड़ जंक्शन में वह पोस्टमैन के पद पर कार्य करना रहा तत्पश्चात् 24 मई, 85 से 29 मई, 85 तक मारवाड़ जंक्शन में पोस्टमैन रहा तत्पश्चात् प्रार्थी श्रमिक 30-5-85 से 21-6-86 तक उसने सोजन मिटो में बतौर स्टाम्प जेण्डर के कार्य किया, इस प्रकार प्रार्थी एक वर्ष से 240 दिन निरंतर कार्य करते आया औद्योगिक कर्मकार हो गया। तत्पश्चात् श्रमिक की सेवाएं दिनांक 21-6-86 को अज्ञाती आदेश से मर्यादा पश्चात् समाप्त कर दी जो धारा 25(एक) औद्योगिक विवाद अधिनियम के प्रावधानों के उल्लंघन में की गई। इस सेवा समाप्ति के विरुद्ध प्रार्थी ने जरिये प्रथम डब्ल्यू-6 समझौता अधिकारी के यहाँ शिकायत की समझौता अधिकारी ने प्रार्थी श्रमिक व अप्रार्थी नियोजक को सुझाया मगर समझौता बर्ता विकल हो जाने के कारण यह विवाद भारत सरकार श्रम मंत्रालय से इस व्यापारिकरण में वास्ते अधिनियम करने के लिए प्रस्तुत किया है। अप्रार्थी नियोजक को नोटिस की तारीख जरिये रजिस्ट्री दिनांक 29-8-88 को हो चुकी है जिसकी ए. टी. रसीद इस व्यापारिकरण की पत्रावलि पर उपस्थित है। और इस प्रकार याचक तारीख नोटिस नियोजक की ओर से कोई उपस्थित नहीं आने के कारण दिनांक 21-9-88 को एक पक्षीय कार्यवाही किये जाने का आदेश पारित किया गया। आज दिनांक 12-10-88 को प्रार्थी की ओर से संगत दस्तावेजों प्रस्तुत किये एवं स्वयं का शपथ पत्र भी एक पक्षी साक्ष्य में प्रस्तुत किया।

3. प्रार्थी धनरागम की शपथ पर बयान से यह प्रमाणित होता है कि उसकी प्रथम नियुक्ति 1-1-77 को बतौर डाकघर ग्राम रानीवाल में की गई थी। प्रार्थी श्रमिक दिनांक 11-9-83 को पोस्टमैन की केडर परीक्षा में उत्तीर्ण हुआ जिसकी संपुष्टि प्रदर्श डब्ल्यू-1 से होती है। इस परीक्षा में उत्तीर्ण उपरान्त-प्रार्थी को एल. एम. जी युनियन सूमेरपुर में कार्य के लिए भर्ना किया गया और सितम्बर 1983 से 13 मार्च 1985 तक प्रार्थी ने ग्राम रानीवाल की शाखा डाकघर में कार्य किया एवं तत्पश्चात् 14 मार्च सन् 85 से 23 मई 85 तक मारवाड़ जंक्शन पर बतौर पोस्टमैन कार्य करने प्रार्थी के शपथ पत्र से जाहिर होता है। प्रार्थी के शपथपत्र से उनका 14 मई 85 से 29 मई 85 तक पानी मुख डाकघर में बतौर पोस्टमैन का कार्य करना एवं तत्पश्चात् 29-5-85 को आदेश जारी कर प्रार्थी को एल. एम. जी सोजन में लगाया गया और उसने दिनांक 30-5-85 से 21-6-86 तक पोस्टमैन केडर के पद पर स्टाम्प विभागा के रूप में कार्य किया। यह भी उस स्वयं के शपथपूर्वक बयान से प्रमाणित होता है। प्रार्थी की माध्य से वरगावेज प्रदर्श डब्ल्यू-2 व प्रदर्श डब्ल्यू-3 प्रमाणित होने पाये जाते हैं। प्रार्थी के शपथ पत्र से उसका दिनांक 21-6-86 को सेवा मुक्ति किया जाता प्रमाणित होता है। सेवा समाप्ति के समय एक कलेण्डर वर्ष में 240 दिन से अधिक कार्य करना प्रमाणित हो जाता है। प्रार्थी के शपथ पत्र से यह भी प्रमाणित होता है कि उसे सेवा समाप्त किये जाने से पूर्व एक माह का नोटिस नहीं दिया गया और न ही कोई छटनी का कोई मुआवजा भी दिया गया है। इस प्रकार प्रार्थी नियोजक के द्वारा प्रार्थी की सेवा समाप्ति धारा 25 एक अधिनियम के उल्लंघन में किया जाता पाया जाता है। धारा 25 एक के प्रावधान आज्ञापक प्रावधान है और उनके उल्लंघन में प्रार्थी की सेवा मुक्ति किया जाता उनकी सेवा में ब्रेक नहीं माना जा सकता चूंकि प्रार्थी को छटनी का मुआवजा और नोटिस अवधि की वे नहीं दी गई ऐसी गुरुत में प्रार्थी पुनः सेवा में वेतन सहित बहाल होने का अधिकारी पाया जाता है।

4. अतः प्राप्ता है कि प्रार्थी धनरागम चौधरी पुत्र श्री यानाराग जति ग्राह निवासी रानीवाल तहसील गेवारण का प्रबंधक एवं वारिष अधिकृत, स्टेट ऑफिस, पानी मारवाड़ द्वारा दिनांक 21-6-86 से सेवा समाप्त

किया जाता अवधि एवं अनुचित है। अप्रार्थी दिनांक 21-6-86 से पूर्व पद व वेतन पर बहाल होने का अधिकारी है। इसके प्रतिरुक्त सेवा मुक्ति किये जाने की विधि दिनांक 21-6-86 से सेवा में बहाल किये जाने की विधि तक का पूरा वेतन एवं अन्य सभी लाभ पाने का अधिकारी होगा मगर उक्त राशि में वह राशि कम कर दी जायेगी जो उसने उपरोक्त समय में अर्जित की है। अतः इन सभी शर्तों के साथ पचाट पारित किया जाता है जिसे वास्ते प्रमाणित भारत सरकार को भेजा जाये।

प्रताप सिंह, याचक, व्यापारिक  
[सं. एल-40012/24/87-डी-II(बी)]

नई दिल्ली, 1 जून, 1989

का. आ. 1387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अज्ञात हाइड्रोइलेक्ट्रिक प्रोजेक्ट के प्रबंधन से संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निरुद्ध औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 19-5-89 का प्राप्त हुआ था।

New Delhi, the 1st June, 1989

S.O. 1387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Salal Hydro Electric Project and their workmen, which was received by the Central Government on 19-5-89.

#### ANNEXURE

BEFORE SH. M. S. NAGRA, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. I.D. 38/87

#### PARTIES :

Employers in relation to the Management of Salal  
Hydro Electric Project.

AND

Their Workman.—M. M. Padha

#### APPEARANCES :

For the Workman.—Sh. H. N. Biswas.

For the Management.—Sh. R. L. Gupta.

INDUSTRY : S.H.E.P.

STATE : J&K.

#### AWARD

Dated, 21-4-89

On a dispute raised by Sh. M. M. Padha against Salal Hydro Electric Project, Central Govt. had vide No. L-42012/54/86-D.II(B) dated the 12th June, 1987 referred the following dispute to this Tribunal :—

"Whether the action of management of Salal Hydro Electric Project in retiring from service Shri M. M. Padha Assistant Grade-I w.e.f. 31-3-86 on attaining the age of 58 years and not allowing him to continue in service and retire at the age of 60 years is in order and justified? If not, to what relief is Shri Padha entitled to and from what date?"

2. Case of the petitioner as set out in the statement of claim is that he had joined as Lower Division Clerk in Salal Hydro Electric Project (hereinafter referred to as SHEP) on 19-8-74. The National Hydro Electric Power Corporation Limited (hereinafter referred to as NHPC) vide its office Order No. V/70/83 dated 31-12-1983 offered to accept all employees of SHEP and the petitioner

exercised his option on 9-1-84 in this respect for transfer of his services to the said corporation. It is mentioned that Standing Orders in respect of SHEP certified by the Regional Labour Commissioner (Central) Chandigarh on 10-4-84 stipulate that workmen shall retire on attaining the age of 60 years. The petitioner who is a Workman as denied in Section 2(i) of the Industrial Employment (Standing Orders) Act 1946 was served with a notice for his retirement on 31-3-1986 at the age of 58 years, but since he had raised Industrial Dispute he was actually retired w.e.f. 14-7-86 though he was to retire on 31-3-1988 on attaining the age of 60 years.

The management in its answer filed took preliminary objection that respondent corporation is a company registered under the Companies Act and appropriate govt. being the State Govt. the order of reference made by the Central Govt. is illegal. NHPC vide its order No. 5/16/83 dt. 31-12-1983 had offered to accept such of the project employees on transfer to the corporation retrospectively w.e.f. 1-4-1984 who exercise their option for such transfer. It is pleaded that in the said office order it was clearly stipulated that the employees who opt for transfer would continue to be governed by the same terms and conditions of their appointment in the same capacity as held by them on 1-4-1983. It is also admitted that Sh. M. M. Padha had exercised his option for transfer to NHPC w.e.f. 1-4-1983. It is contended that having accepted the terms and conditions governing transfer from SHEP cadre to NHPC cadre the tenure of appointment of the petitioner remained unchanged like all other terms and conditions of his initial appointment which provided for the superannuation of the employees of his class at 58 years. The Respondent Corporation admitted that the Standing Orders for the project draft of which was submitted by the Project as back as in May 1975 were certified by Certifying Officer on 10-4-1984. The Management contends that the said Standing Orders were certified for the category of work-charged employees only and not for clerical or other regular employees who were governed under the Central Service Classification/control and appeal rule 1965. In nutshell the defence of the Respondent is that Sh. M. M. Padha continued to be governed under the terms and conditions offered to him at his initial appointment and was due to retire on 31-3-1986 on attaining the age of 58 years. The management has taken stand that clerical staff and work-charged staff of the project belong to separate classification based on reasonable differentiation and claim of the petitioner to be treated at par with work-charged employee is not legitimate or maintainable. It has been pointed out that NHPC is executing many projects in different states of the country and superannuation age for regular employees whose services are transferable to various projects is stipulated as 58 years in all such projects inclusive of NHPC Corporate Office at New Delhi.

Both the parties were afforded opportunity to lead evidence and they availed the same. M. M. Padha workman filed his affidavit Ex. W1 reiterating allegations made in the statement of claim. In rebuttal the management tendered affidavit Ex. M1 of Shri K. B. Raina Supporting the stand taken in the written reply. He also produced copy Ex. M-2 of appointment order of the workman and copy of Ex. M3 agreement between Government of India and NHPC.

There is no dispute that NHPC is a Govt. of India Enterprise and is wholly owned by Govt. of India as evident from agreement Ex. M3 between Govt. of India and NHPC. This fact is also admitted by Respdnt. Corporation in the pleadings that NHPC is carrying on industry under the authority of Central Govt. In view of the same, Central Govt. is the "appropriate Govt.", for the purposes of Industrial dispute raised. The only point for determination in this case is whether after transfer of service from Ministry of Energy Govt. of India to the NHPC, the age of retirement of Ex. Govt. Employee whose services have been transferred on their option to NHPC, 58 years under the Central Service Classification/control and appeal rule 1965 or the age of retirement is 60 years. While workman contends that age of retirement of all ex-Govt. employees taken on transfer to NHPC is governed by rule 24 of the Certified Standing Orders of SHEP, the Management on the other hand contends that they continued to be governed by Central Service Classification/control and appeal rule 1965 stipulating retirement at

58 years of age. The management has placed reliance on office order dt. 31-12-83 asking option of the employees. Para (I) of the said letter in corporates that all the employees both regular and work-charged directly recruited appointed by the Central Govt. shall be considered by NHPC as transferred from 1-4-1983 in the same capacity, with the same tenure of appointment. It is worthwhile to reproduce para (ii) of the said departmental letter which reads as follows:

"The employees so transferred to the corporation shall be governed by NHPC Rules, Regulations policies and extent orders as are applicable to similar employees of the Corporation."

There is no dispute that Sh. M. M. Padha had exercised option on 8-1-1984 and his services were transferred to the corporation with retrospective effect from 1-4-83 perusal of the office order dated 19-9-84 (copy Ex. M5) through which services of M. M. Padha was transferred to NHPC inter-alia incorporates as follows :—

"He/She will be governed by terms and conditions as contained in NHPC's office order dated 31-12-83 referred to above and NHPC rules will be applicable to him/her."

It is admitted case that earlier to the taking over of the job work of SHEP, were two categories of employees namely regular govt. employees and the work-charged employees. The job work of the execution of the project was handed over by the Govt. of India to NHPC during mid 1978 through an agreement dated 19-5-1978 copy of which is Ex. M3. In view of the provisions of section 13-B of Industrial Employment (Standing Orders) Act 1946 the provisions of the said Act did not apply to the workman who were governed by Central Service Classification/control and appeal rule 1965. There can be no dispute that earlier to May 1978 the regular Govt. employees were not governed by the Industrial Employment (Standing Orders) Act 1946. The other set of employees were to be governed by Certified Standing Orders. The evidence on the file shows that draft of the certified standing orders was submitted by the project as back as in May 1978 but the same were certified on 19-4-1984 and thus came in force w.e.f. 19-5-1984 after expiry of statutory period of 30 days as envisaged under Section 7 of the Industrial Employment (Standing Orders) Act 1946. In absence of certification of the standing orders, the set of employees to whom Central Service Classification/control and Appeal Rule 1965 were not applicable, were governed by Model Orders. Sh. M.M. Padha petitioner had given his option on 9-1-1984 earlier to the certification of the standing order on 19-4-84. In case Sh. M. M. Padha is governed by Central Service Classification control and appeal rules 1965 then he retires at 59 years of age and in case he is governed by Certified Standing Orders then he retires at the age of 60 years. The only question for adjudication is as to whether after the coming into force of the certified standing orders the ex-employees of Ministry of Energy Govt. of India, who fall within definition of "workman" are governed by their original condition of tenure of appointment or they are to retire at the age of 60 years as envisaged under Rule 24 of the said Certified standing Order of SHEP.

There is no dispute that earlier to the transfer of his service Sh. M. M. Padha was a govt. employee and was governed by Central Service Classification/control and Appeal Rules 1965 under which the tenure of his appointment was to expire on attaining 58 years of age. The workman contends that he has within his right to avail more favourable terms and conditions of service which provide retirement at the age of 60. In this respect he has drawn my attention to the Office letter dated 31-12-1983 (copy Ex. M3) from the corporation referred above wherein it is clearly provided that govt. employees (both regular and work-charged) transferred to the corporation shall be governed by NHPC rules, policies and extent orders as are applicable to the similar employees of the corporation. In the office order dt. 19-9-84 (copy Ex. M5) issued in respect of M. M. Padha transferring his services to the corporation, there is a mention that petitioner will be governed by terms and conditions of the said office order dated 31-12-83 and NHPC rules will be applicable to him. Right of the workman to get more favourable terms and conditions of service on transfer of ownership of the management of undertaking is even protected under Section 25-FP of the Industrial Disputes Act 1947. I do find weight in the arguments advanced by counsel for the management, that the draft standing orders floated in the year 1978 were meant to

apply to only such workmen of the project who did not fall under the category excepted under section 13-B of the Industrial Employment (Standing Orders) Act 1946. It seems that in the year 1978 when draft standing order were presented, the management had in mind to lay down terms and conditions of employment of employees other than those exempted under Section 13-B of the Industrial Employment (Standing Orders) Act 1946. Thereafter the execution of the project was handed over to NHPC and services of the govt. employees working on the SHEP were transferred to the corporation w.e.f. 1-4-83. The standing orders were however certified on 19-4-84. Order No. 1 of the said Standing Order incorporates that they shall apply to all workman as defined under Sec. 2(i) of the Industrial Employment (Standing Orders) Act 1946 employed in the project. The said standing order do not discriminate between workmen who were earlier regular employees of the department of Power, Ministry of Energy and other set of employees. It also does not make any discrimination between work-charged employees or regular employees. After certification of the said orders it apply to all categories of employees irrespective of their source of origin. It can not be accepted that after services of M. M. Padha had been transferred to NHPC, he continued to be governed by Central Service Classification/control and Appeal Rule 1 1965. Consequent upon certification and enforcement of the Standing orders earlier to which services of M. M. Padha have been transferred to NHPC, the tenure of appointment of M. M. Padha expired on his attainment of 60 years of age. The management erred in retiring him from service w.e.f. 31-3-1986 on attaining the age of 58 years. In view of the pendency of industrial dispute proceedings before the Conciliation Officer, he was actually retired w.e.f. 14-7-86. The reference is returned with finding that action of the management of SHEP in retiring Sh. M. M. Padha Asst. Grade I w.e.f. 31-3-1986 on attaining age of 58 years and not allowing him to continue in service and retire at the age of 60 years, is not in order and is unjustified. Sh. M. M. Padha who was due to retire on 31-3-1988 is entitled to back pay and other attendant benefits from 31-3-1986 to 31-3-1988 excepting the wages etc. paid to him for the period 31-3-1986 to 14-7-1986. Chandigarh.

M. S. NAGRA, Presiding Officer  
[No. L-42012/54/86-D.II(B)]

क्र. प्र. 1388.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रमुख में केन्द्रीय सरकार सनाल हाइड्रो-इलेक्ट्रिक प्रोजेक्ट के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, प्रमुख में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकृति करने है, जो केन्द्रीय सरकार को 19-5-89 को प्राप्त हुआ था।

S.O. 1388.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute, between the employers in relation to the management of Salal Hydro Electric Project and their workmen, which was received by the Central Government on the 19-5-1989.

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL-CUM-LABOUR COURT,  
CHANDIGARH

Case No. I.D. 51/87

PARTIES :

Employers in relation to the management of Salal Hydro Electric Project, Jyotipuram J&K.

AND

Their workman.—Ajmer Singh.

APPEARANCES :

For the workman.—Shri H. N. Biswas.

For the management.—Shri R. L. Gupta.

AND

Dated, the 19th April, 1989

On a dispute raised by Ajmer Singh a workman of Salal Hydro Project-Jyotipuram J&K, Central Govt. had vide No. L-42012/62/86-D.II(B) dated 10th July 1987 referred the following dispute to this Tribunal for decision :

"Whether the action the management of Salal Hydro Electric Project in terminating the services of Shri Ajmer Singh, a casual Mechanic employed on daily wages w.e.f. 1-3-1986 is justified and legal? If not, to what relief the workmen entitled ?"

2. Case of the claimant as set out in the statement of claim is that Ajmer Singh joined services of Salal Hydro Electric Project on 16-7-1983 as daily rate mechanic and continued serving up to 28-2-1986. The management however terminated his services w.e.f. 1-3-1986 without holding any inquiry against him and moreover he was not served with any notice or pay in lieu thereof and was also not paid any compensation.

In its answer filed the management took preliminary objection that appropriate Govt. is State Govt. and not Central Govt. On merits it was pleaded that Ajmer Singh was employed as daily rate mechanic on 1-6-1984 for the work which were finalised and closed on 28-2-1986. It is however pleaded that claimant can receive compensation and one month notice pay.

3. Parties were afforded opportunity to lead evidence and they availed the same. The workman produced in evidence affidavit Ex. W1 reiterating allegations made in the statement of claim. During his cross-examination he admitted that he was given employment for a period of about 3 months at a time and his last employment was upto 28-2-1986. In rebuttal the management tendered in evidence affidavit Ex. M-1 of Shri K. B. Rama Manager, (P&A) who solemnly affirmed that Ajmer Singh Workman was simply temporary and daily rated workman employed for fixed period from time to time.

4. At the stage of arguments the counsel for the management did not press the objection about appropriate govt. As regard claim of the workman on merits it is admitted case that claimant was daily rated workman who was employed for specific period of three months at a time. The last span of employment of three months, expired on 28-2-1986 where after he was not given any fresh employment. The termination of his services is covered within excepted or exceptional category mentioned in Clause (bb) of Section 2(a) of the Industrial Disputes Act 1947 in as much as termination of the services of the workman was a result of expiry of the contract of employment. There can be no dispute that Section 25-F of the I.D. Act 1947 is applicable to a daily rated workman and even if there is automatic termination of his services on efflux of contractual period, provisions of Section 25-F have to be complied. However since in this case services of the workman stood terminated as a result of expiry of the contract of the employment, he is not entitled to the relief of reinstatement. During the trial of the matter the workman raised issue that another workman Shambhu Nath Gupta who was working as daily rate mechanic w.e.f. 1-12-1984 has been retained in service and his service were converted to work-charged. No such plea was taken by the workman in the statement of claim. Moreover there is affidavit Ex. M1 of Shri K. R. Raina, Manager, (P&A) to the effect Shambhu Nath Gupta was appointed in a different working cell.

The discussion above shows that action of the management in not renewing contract of employment did not suffer from any legal infirmity. The management has in the pleading itself admitted claim of the petitioner for the payment of compensation and one month notice pay. The reference is returned with the findings that the action of the management of Salal Hydro Electric Project in terminating the services of Ajmer Singh as daily rated workman as a result of non-renewal of contract of employment on its expiry is justified and legal. Workman is however entitled



to one month salary @Rs. 30 per day and also retrenchment compensation for 30 days.

Chandigarh.

Dt. 19-4-89.

M. S. NAGAR, Presiding Officer

[No. L-42012/62/86-D.11(B)]

नई दिल्ली, 2 जून, 1989

क्र. प्र. 1389.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल वाटर कमिशन, पुणे के प्रबंधन में संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिनियम नं. 1, बम्बई के प्रावधानों को प्रकाशित करने है, जो केन्द्रीय सरकार को 23-5-89 को प्राप्त हुआ था।

New Delhi, the 2nd June, 1989

S.O. 1389.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. I, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Water Commission, Pune and their workmen, which was received by the Central Government on 23-5-1989.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

PRESENT :

Reference No. CGIT-2 of 1987

PARTIES :

Employers in relation to the management of Executive Engineer, Central Water Commission, Pune.

AND

Their workmen.

APPEARANCES :

For the Management—Mr. B. M. Masurkar, Advocate.

For the Workmen—Mr. Mankar, Vice President of the Union.

INDUSTRY : Water Works STATE : Maharashtra

Bombay, the 8th day of October, 1987

#### AWARD PART I

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Executive Engineer, Pune, Gauging Division, Central Water Commission, Pune, in relation to its site at village Shridon of Sholapur Gauging Sub-Division in the removal from service of Shri M. E. Sheikh Gauge Khalasi from 24-3-1983 is justified? If not, to what relief the employer is entitled to?"

2. The workman Shri M. E. Sheikh, was appointed as Gauge Khalasi at Site No. 23 of Sholapur Sub-Division of Central Water Commission (hereafter referred to as Commission) with effect from 11-1-1979 (F.N.) vide Office Order No. PGD/W/G-1/776-81, dated 31-1-1979. The appointment was borne on Work-charged Establishment of the Commission and was temporary, liable to be terminated at any time without assigning any reason by notice of 14 days duration. By a subsequent order (Ex. M-2) issued by the Executive Engineer, Pune Gauging Division, the appointment was continued until further orders. The workman was dismissed from service of the Commission with immediate effect vide memorandum (Ex. M-6) dated 24-3-1983, for the mis-

conducts mentioned in the memorandum (Ex. M-7) dated 1-12-1982.

3. According to the workman, even though his work performance was satisfactory and his behaviour was exemplary the Assistant Executive Engineer who detested him took advantage of his absence owing to personal difficulties and sickness during the months of September and October 1982 and served him with a charge sheet on 1-11-1982 for alleged mis-conducts such as unauthorised absence without leave, habitual absence, tempering with attendance registers etc. and adding thereto one serious charge pertaining to involvement in alleged immoral act based on false and cooked up representation by some residents of this Village. He claimed that he strongly refuted all these allegations in his representation 8-11-1982. But he was again served with fresh charge sheet by the Executive Engineer, Pune Division on 1-12-1982, repeating the same statement of allegations mentioned in the earlier charge sheet issued by the Assistant Engineer. According to him, immediately on the next day, the Executive Engineer held a preliminary enquiry, and told him that the allegations made against him in the representation made by the villagers would be automatically dropped as they cannot become the subject matter of departmental enquiry against Government servant and assured him that the charges pertaining to the absence without leave etc. could be condoned if he tendered an apology. The workman contended in his statement of claim that the Executive Engineer threatened him that he would recommend his removal from service if he refused to comply with his suggestion and assured him, that after receipt of the apology letter his absence would be regularised and he would be granted leave with pay. The workman maintained that it was because of this categorical assurance on the part of the Executive Engineer that he gave an application expressing his regret for the alleged acts of mis-conducts and prayed for pardon. However, as he did not receive his wages as promised by the Executive Engineer during the preliminary enquiry he addressed a representation to the Chairman, Central Water Commission, New Delhi inviting his attention to the non-payment of wages for the above period and citing certain acts of harassment and indecent behaviour towards him by his immediate superior namely the Assistant Executive Engineer and it was only after this representation that the Executive Engineer, Pune Division, who had conducted a preliminary enquiry on 2-12-1982 in his capacity as disciplinary authority served him with a memorandum proposing to impose penalty of removal from service for the same acts of mis-conducts alleged against him in the earlier charge sheet enclosing with it a copy of the findings of the preliminary enquiry. According to the workman, the preliminary enquiry was nothing but a sheer force and was conducted in flagrant breach of rules of natural justice and the conclusions that the charges levelled against him were proved were based on the so-called admission letter which was obtained from him under duress and by deceitful tactics and hence he refused to accept the memorandum and sent a representation on 11-3-1983 refuting all the allegations and demanding proper and fair enquiry. But ignoring his protest and representation he was finally removed from service on 24-3-1983. According to the workman, the so-called admission retained only to the unauthorised absence and the punishment of dismissal meted out to him on the basis of the said admission without allowing him to lead any evidence and giving him fair and proper opportunity to defend other serious allegations was not commensurate with the guilt which he had admitted.

4. The Executive Engineer, Gauging Division Central Water Commission Pune who filed the written statement on behalf of the employer contended inter alia that the commission which was constituted by resolution No. EL-1-20(5) dated 21-4-1951 of the Ministry of Natural Resource and Scientific Research, Government of India has been charged with general responsibility of initiating co-ordinating and furthering in consultation with the State Government concerned, Schemes for the control, conservation and utilisation of water resources throughout the country for purposes of flood control, irrigation, navigation and water power generation as well as schemes of thermal power development and also schemes of transmission and utilisation of electric energy throughout the country, and in exercise of these responsibilities it is expected to carry out the following functions with the assistance of the Central Water and Power Research Station at Pune which is a premier organisation for hydraulic and



allied engineering research in the country, and which undertakes model experiments, laboratory tests and mathematical analysis for the various project designs done by the C.W. and P.C. or by the States :—

- (a) To make all necessary investigations and surveys and when so required, to prepare schemes and designs (i) for the development of river valleys in respect of power generation and irrigation by gravity flow or lift, navigation, flood control, soil conservation, anti-water logging measures, reclamation of alkaline and saline soils drainage and other related facilities such as malaria control, recreation and fish culture and (ii) for thermal electric power development.
- (b) To undertake construction work on any river valley development or electric power development schemes on behalf of the Government of India or States Governments concerned.
- (c) To advise and assist, when so required, the State Governments (Commission, Corporation or boards that may be set up) in the investigation, surveys and preparation of river valley and power development schemes for particular areas and regions and in the surveying of potential sources of load, the forecasting of revenue from electricity supply and the formation of electricity tariffs ;
- (d) To advise the Government of India in respect of water and water-power rights and disputes as between different units and of the effect which any scheme for the conservation and utilisation of water may have on the interests of the concerned units and of the interpretation of agreements in this regard between the different units and any matter they may be referred to the Commission in connection with the river valley development ;
- (e) To advise the Central and State Government on the administration of electricity legislation and control of electric utilities ;
- (f) To advise the Government of India in regard to all matters relating to electric power development, public electric utilities, both private and State owned ;
- (g) To advise the Government of India in regard to the settlement of priorities for plant, materials and foreign exchange as between various river valley development and power projects ;
- (h) To collect, co-ordinate the collection of, public and analyse data relating to water ways, tidal rivers, rainfall, run off and temperature, groundwater resources silting of reservoirs, behaviours, of hydraulic structures, etc. and to act as the Central Bureau of Information in respect of these matters;
- (i) To collect, maintain and publish statistical data relating to the generation, distribution and utilisation of electricity throughout India and to act as the Central Bureau of Information on all matters relating to the public electricity supply ;
- (j) To initiate schemes and arrange for the training of Indian Engineers in India and abroad in all aspects of river valley development and electric supply industry ;
- (k) To standardise instruments, methods of observations and record, materials and constructions, design and operational features ;
- (l) To review and lay down for the whole of India Standard Voltages and practices for generation, transmission and distribution of electrical energy ;
- (m) To conduct and coordinate research on the various aspects of river valley development schemes such as flood control, irrigation, navigation, power development schemes etc. and the connected structural and design feature, and

- (n) To conduct experiments, research propaganda, and generally to carry out such other activities as will promote the spread and use of electricity throughout the country, in particular, in Semi-urban and rural areas.

According to the employer, the functions of the Commission consist of the inalienable function of the Government, and as such are to be regarded as sovereign functions of the state. The duties and functions of the Commission are not such as are capable of being conducted by individuals and hence such functions must be regarded as sovereign or legal functions of the Government which are excluded from the purview of the definition of 'Industry' under section 2(j) of the Industrial Disputes Act, 1947. It was therefore contended that the commission is not an 'Industry' within the meaning of the Industrial Disputes Act and the dispute raised by the employee cannot be entertained by this Tribunal for want of jurisdiction. The employer further stated that Shri Sheikh was found to be in default in the discharge of duties, was in the habit of indulging in fraudulent acts of tempering with the office records, absenting from duty without prior permission of his superior officer and then marking his presence in the muster roll forcibly. Two Gauge Posts were lost during his duty period due to his gross negligence and when he was asked explain he abused his superior officer in filthy language. Further to put a coping stone over his misdeeds Shri Sheikh started indulging in immoral acts within the office premises as evidenced by the petition residents of the village, who were witnesses to Shri Sheikh's lustful behaviour and hence an enquiry was instituted by the Executive Engineer, Poona Gauging Division as a result of which Shri Sheikh was found guilty on all the charges levelled against him and consequently he was discharged from service with effect from 24-3-1983. The employer maintained that the termination of service of Shri Sheikh has been done in accordance with the procedure laid down in the CCS (CCA) Rules, 1965 and by observing all principles of natural justice and for the acts of mis-conducts which were proved against him in the course of the departmental enquiry. It is further maintained that during the preliminary enquiry made by the Assistant Engineer, Shri Sheikh had confessed to his acts of mis-conduct and that he had undertaken not to repeat such acts in future.

5. In view of the contention raised by the first party employer a preliminary issue as to whether Central Water Commission is an 'Industry' within the meaning of section 2(j) of the Industrial Disputes Act, 1947 was framed. It is however difficult to accept the submission that the responsibilities cast on the Commission by the Government Resolution by which it was constituted and the functions which the commission is expected to perform with or without the assistance of the Central Power Research Station at Pune are inalienable responsibilities and functions of the state which cannot be entrusted to or performed by individuals or by private organisations.

6. The Commission satisfies the triple tests laid down by the Supreme Court in the case between Bangalore Water Supply and Sewerage Board and A. Rajappa and others (1 I.L.J.—Vol. I, 1978, page 394). The functions which the commission is expected to perform are welfare activities or economic adventures and not sovereign functions of the State as strictly understood. It may be that as contended the commission may be a full-fledged department of Government of India and is an attached office of the Ministry of Water Resources. But that factor is not decisive because in determining the question whether a particular activity is an 'Industry' or not regard must be had to the nature of the activity and not to who engage in it. It is immaterial whether the activity is undertaken by the State or private Organisations. For qualifying for exemption from the definition of 'Industry' the activity must be undertaken in the fulfilment of the State's constitutional obligation or in the discharge of its constitutional functions. All the functions of the commission can be entrusted to and performed by private individuals or private organisations. The commission therefore must be held to be an 'Industry' within the meaning of section 2(j) of the Industrial Disputes Act, 1947.

#### AWARD PART II

Dated, the 26th day of February, 1988.

7. As mentioned above, the workman was removed from service with immediate effect vide memorandum (Exh. M-6)

No. PGD/A/12026/3/83/CBII/2441—46 dated 24-3-1983.  
The memorandum reads as follows :—

"In pursuance of this Office Memorandum No. PGS/A/12026/3/83/CBII/1811-12 dated 2-3-1983 and after careful consideration of the representation dated 11-3-1983, I P. B. Gangapura, Executive Engineer, hereby order the removal from service of Shri Mohd. Ekbal Sheikh, Gauge Khalasi, site Shirdhon, of Solapur Gauging Sub-Division, Central Water Commission, Poona with immediate effect."

8. As mentioned in the above quoted memorandum it was issued in pursuance of the office memorandum No. PGD/A/12026/3/83/CBII/1811-12 dated 2-3-1983 (Exh. M-3), which reads as follows :—

"The undersigned is to enclose a copy of the enquiry report and finds into the charges against Shri Mohd. Ekbal Sheikh, Gauge Khalasi of site Shirdhon, Solapur Gauging Sub-Division, Solapur of Poona Gauging Division.

On a careful consideration of the enquiry report aforesaid, the undersigned hold that the Article(s) of charge and proved. The undersigned has, therefore, provisionally come to the conclusion that.

Shri Mohd. Ekbal Sheikh Gauge Khalasi is not a fit person to be retained in service and so the undersigned propose to impose on him the penalty of removal from service.

Shri Mohd. Ekbal Sheikh is hereby given an opportunity of making representation on the basis of the evidence adduced during the inquiry. Any representation which he may wish to make on the penalty proposed will be considered by the undersigned. Such representation, if any should be made in writing and submitted so as to reach the undersigned not later than fifteen days from the date of receipt of this Memorandum by Shri Mohammed Ekbal Sheikh."

The report to which reference is made in the Memo Exh. M-3 is the report dated 6-12-1982, submitted by the Assistant Engineer Shri K. Mahadevappa in respect of the preliminary enquiry held by him on 6-11-1982. It will be seen from the findings recorded by the disciplinary authority namely the Executive Engineer, on 2-3-1983, that the findings are based on the preliminary enquiry conducted by the Assistant Engineer and the admission given by Shri Shaikh in reply to the memo No. 9905-06 dated 1-12-1982, issued by the Executive Engineer. It is pertinent to note that the workman was not present at the preliminary enquiry. According to the Assistant Engineer the workman was absconding from duty and did not bother to attend the preliminary enquiry held on 6-11-1982 or to reply to the charge levelled against him. It is true that the workman was served with memorandum of allegations (Ex. W-1) dated 1-11-1982, and he was directed to be present in person on 6-11-1982 at Site Shirdhon for the enquiry. It is also true that he did not remain present on 6-11-1982. But it is not correct to say that he did not submit his explanation. He had sent his explanation by registered post on 8-11-1982. It is produced at (Ex. W-2). There is no reference to this reply in the report submitted by the Assistant Engineer. Moreover, the enquiry carried out by the Assistant Engineer on 6-1-1982 was a preliminary enquiry and the disciplinary authority was not expected to pass the removal order on the basis of the findings recorded by the Assistant Engineer on the basis of the preliminary enquiry held by him.

As a matter of fact, in his report dated 6-12-1983, the Assistant Engineer had suggested to the Executive Engineer that at his end a show cause notice may again be issued to the workman calling upon him to attend the enquiry at Site Shirdhon. It was not necessary to hold another preliminary enquiry and the Executive Engineer could have instituted regular enquiry against the workman on the basis of the report submitted by the Assistant Engineer. But there was no justification for accentuating the findings recorded by the Assistant Engineer on the basis of the preliminary enquiry conducted by him and to pass the removal order on the basis of the said report without holding a regular enquiry into the charges though according to the Assistant Engineer the charges were prima-facie substantiated. It will be seen from the findings recorded on 2-3-1983, by the Executive Engineer

that no further enquiry was held by the Executive Engineer and he based his findings on the report of the preliminary submitted by the Assistant Engineer, and so-called admission given by the workman. It will be worth while to quote the findings recorded by the Executive Engineer on 2-3-1983, before issuing the memorandum (Ex. M-3) of even date.

"After preliminary enquiry in the various charges and admission made by Shri M. E. Sheikh, Gauge Khalasi of site Shirdhon of Solapur Gauging Division of this division, I find him guilty of the Charges involving moral turpitude and failure to maintain integrity and devotion to duty as enjoined in the Government Servants Conduct Rules. Taking the gravity of misdeemeanour committed by him, I consider his further retention in the public service undesirable.

Also, in the written statement of defence all the charges are admitted by him. I hereby give an order that further action to remove him from service should be taken in the matter prescribed in rule (15) (4)(b) of the CCS (CC&A) Rules, 1965. Also, I order that the absence of Shri Mohammed Ekbal Sheikh with effect from 25-10-82 to 3-1-1983 be treated as an unauthorised absence on loss of pay under proviso to F.R. 17."

9. The so-called admission given by the workman is contained in Exh. M-8 which is in the form of a letter addressed to the Executive Engineer, through the Assistant Engineer and in reply to the memo dated 1-12-1982 (Exh. M-7). The said memo reads as follows :—

"Shri M. E. Shaikh, Gauge Khalasi is hereby called upon to explain on the following events :

1. He has been reported to be forging signature in the attendance register and Gauge reading book to collaborate and establish his presence on the day when he is actually marked absent by the site-in-charge.
2. he is in habit of leaving headquarters without any proper application for leave or permission from site-in-charge.
3. refuse to perform the duties such as cleaning the area of gauge posts and plates etc.
4. reported upon by the villages of the site office that he is fulfilling his lust and pleasure by bringing ladies in the office premises and passing away remarks to the ladies who came for fetching water near to the site office.
5. do not keep proper relations with his superiors and disobey the orders given by them.
6. When villagers have requested to keep his behaviour clean and do not spoil the office area by doing unwanted things as the site office is situated near the Lord Shiva Temple he attempts to threaten the villagers by saying that I am a Government servant and you villagers can do nothing wrong with me. He should submit his explanation within 8 days from the date of receipt of this letter and should also explain as to why disciplinary action should not be initiated against him for such an act of mis-conduct and alleged misbehaviour."

It is pertinent to note that this memo was issued on 1-12-1982, that is before receiving the preliminary enquiry report which as mentioned above was submitted by the Assistant Engineer on 6-12-1982. Obviously, therefore, it was not based on the said report of the Assistant Engineer. No doubt, in Exh. M-8, dated 2-12-1982, the workman admitted all the charges from A to F levelled against him and expressed unconditional willingness to accept the punishment that may be inflicted on him. But there is great substance in the workman's allegations that the Assistant Engineer (and not the Executive Engineer as wrongly stated by the workman in his statement of claim) who obtained the writing (Exh. M-8) told him that no action can be taken on the basis of the representation made by the villagers and that his absence will be regularised if he tendered an apology. It is pertinent to note that the

categorical assertions to that effect made by the workman in his statement of claim were not specifically controverted in the written statement filed on behalf of the employer by the Executive Engineer. The workman reiterated these arguments on oath in his deposition and the said evidence remained unchallenged in his cross-examination. The concerned Assistant Engineer Shri K. Mahadevappa was not examined to deny the allegations. True it is that the workman committed a mistake while giving evidence about the name of the Assistant Engineer. In the beginning he gave the name of the Assistant Engineer as Shri Kulkarni. He however, corrected himself in the examination-in-chief itself.

10. The tenor of Exh. M-8 also substantiates the case of the workman that the writing was obtained from him by the Assistant Engineer after giving some assurance. It appears to be a letter of apology because the workman expected that not only he would be retained in service but his request for transfer would also be favourably considered. It is significant to note in this context that the memo (Exh. M-7) was issued by the Executive Engineer at Pune on 1-12-1982. As stated by the workman, he received it through post when he was on medical leave. By the memo he was called upon to show cause within 8 days from the receipt thereof. There was therefore no hurry for the workman to give the reply on the very day on which he received the memo and to promptly admit the guilt. An inference is irresistible that he must have given the writing at the instance of the Assistant Engineer, who assured him that his leave would be regularised and that his request for transfer would be favourably considered. It is pertinent to note that the workman had submitted an application (Exh. M-8) on 8-11-1982, to the Assistant Engineer requesting that he should be transferred to some other place to either of the three places mentioned in that application. According to him, the villagers of Shirdhon were harassing him and that it had become difficult for him to work at that place.

11. Even though the Assistant Engineer submitted his report to the Executive Engineer on 6-12-1982, and the workman had replied to the memo (Exh. M-7) on 2-12-1982 itself no action was taken by the Executive Engineer till 2-3-1983. Not only that but the workman was allowed to resume duty on 2-1-1983. According to the workman, he was on medical leave in November and December 1982, and that at the time of rejoining his duty he had submitted the medical certificates and fitness certificate. It however, appears that as he was not paid the salary for those two months in spite of the assurance given by the Assistant Engineer, he and the other gauge Khalasi, who was similarly treated made a representation directly to the Chairman, Central Water Commission of 10-2-1983. The representation which is produced at Exh. W-5, reads as follows :—

"We are the undersigned Gauge Khalasi's Sir, M. B. Gayagavali 2) M. E. Shaikh site Shirdhon under SGSD C.W.C. Solapur. Division Poona. Both we are requesting that, sir both we are not received salary for the months of November 1982 and December 1982 and also January 1983 both we are always present at site. We are very sincere and disciplined in our duty.

#### (1) NOVEMBER AND DECEMBER 82

Sir, for the month of November and December both we are in medical leave. Already we are submitted the medical certificates and fitness certificate. In such situation we have not get any benefit from our officer A.E. Our Economic condition is too much weak. What is its purpose. Our Assistant Engineer nothing can do for our care. He always neglecting to us.

#### (2) JANUARY 83

Both we are joined on duty from medical period on 2-1-83 we are submitted joining report to sub-division but yet not get salary. Both we are not received salary for the 3 months. If we wished to inform about our payment, site-incharge is not ready to inform our difficulties to A.E. as per your rules in the medical period our salary may be sanctioned. So please grant the salary for the months of November, December 82 and January 83 this is our earnest request to you. Both we are suffering from three months without pay.

#### (3) ALLEGATION AGAINST A.E. SRI K. KAHADHAVAPPA

Shri K. Mahadevappa is our Asstt. Engineer. He is located in our Sub-Division as a tiger. He is always neglecting Khalasis. In his account Khalasis are very negligible thing. Any type of order he is giving us to forcibly. If we asked him about duty rules, orally he has refused to us. In this department no rules and regulations. He is always telling to us like this. I can terminating to you at any time without reason. So, we are feared to him. In what time what he can do we don't no?

Without faults we have forcibly he is taking any kind of letter from our hand. If we are submitted our difficulties through proper channel he is not forwarding our letter to higher authorities. Every one servant may be following in his rules.

Our sit-in-charge is relates to A.E. He is always following rules of A.E. What we can do? For solve our problems and difficulties through proper channel.

We are submitted our joining report but not get salary for the period of November, December 82 with these documents our site-in-charge has submitted his tour—advance letter, A.E. has sanctioned his tour advance within a week but he is not sanctioned our salary upto 3 months what is its purpose. He is always forcibly telling to us I am not giving pay to you. This is punishment to you.

So, please grant the payment for the three months this is our earnest request.

This is kind information and necessary action please."

A copy of this representation was sent to the Executive Engineer, Pune and Superintendent Engineer at Hyderabad. It is after this representation that the Executive Engineer recorded his findings without holding an enquiry and passed the removal order on the basis of the so-called admission of the workman. As mentioned above, both these things were done on 2-3-1983. It is clear that the Executive Engineer made use of the writing at Ex. M-8 belatedly and contrary to the assurance on which the writing was obtained, for the purpose of dispensing with the enquiry and for basing the removal order. The writing Exh. M-8 cannot be considered as an unqualified admission on the part of the workman of the charges levelled against him. It could not have therefore formed a valid basis for passing the removal order which admittedly was passed without holding an enquiry into the charges contained in the memorandum Exh. M-7.

12. The employer has also not prayed in the written statement that in the event it is found that an enquiry was necessary or that the enquiry was defective opportunity should be given to the commission to lead evidence before this Tribunal to prove the charges levelled against the workman. Consequently the removal order which was passed without holding an enquiry must fail and the workman must be reinstated in service. In the result, I hold that the action of the Executive Engineer, Pune Gauging Division of the Central Water Commission in removing the workman from service was illegal and void and direct that the workman be reinstated in service with full back wages from the date of removal till actual reinstatement. Award accordingly.

M. S. NAGRA, Presiding Officer  
[No. L-42012/18/84-D.II(B)]

का. अ. 1390.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुकरण में, केन्द्रीय सरकार उत्तर रेवे, लखनऊ के प्रबंधन से संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, बानपुर के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-89 को प्राप्त हुआ था।

S.O. 1390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in

the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on 24-5-1989.

#### ANNEXURE

BEFORE SHRI ARIAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 130 of 1987

In the matter of dispute :

#### BETWEEN

The Zonal Working President U.R.K.U. 96/196, Roshan  
Bajaj Lane Ganesh Ganj, Lucknow.

#### AND

The Divisional Suptd. Engineer III Northern Railway  
Lucknow.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-41011/18/86-D.II (B) dated 2-9-87 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Divisional Superintending Engineer (II) Northern Railway Lucknow, in terminating Shri Shanker son of Shri Mahadeo and nine others (as shown below) from service w.e.f. 14-4-86 is legal and justified ? If not to what relief and from what date, the concerned workmen is entitled to ?

1. Shri Shiv Shanker
2. Shri Moti Lal
3. Shri Babu Lal
4. Shri Bishram
5. Shri Shive Bahadur
6. Shri Sunder Lal
7. Shri Moti Lal II
8. Shri Shyam Lal
9. Shri Banwari

2. The industrial dispute in the instant case has been raised by Uttar Railway Karamchhari Union (hereinafter referred to as Union). The case of the Union is that Shri Shankar, Shri Shiv Shanker and Shri Moti Lal were appointed in the Northern Railway in 1974, Shri Bishamber and Shri Shiv Bahadur were appointed in 1973 and Shri Babu Lal and Shri Sunder Lal, Shri Moti Lal II Shri Shyam Lal and Shri Banwari were appointed in 1976. All of them had worked up to 1978 whereafter their services were terminated. They were re-appointed on 15-1-86, and again their services were terminated on 14-4-86. After the filing of the affidavit of Shri I. P. Sharma Head Clerk in the office of I.O.W. Rae Bareilly, the Union sought amendment in the claim statement. The amendment application dated 18-1-88 was allowed on 22-2-88 by means of amendment, the Union has taken up the case that all the ten workmen were reappointed, not on 15-1-86 as stated earlier but on 15-11-85 and their services were not terminated on 14-4-86 as earlier stated in the claim statement but on 14-1-86. According to the Union the services of the seniors were terminated after giving one months notice but without payment of retrenchment compensation. That junior to them such as Shri Shiv Prasad and Shri Ram Asrey and Shri Ram Bharosey were retained in service. The Union has, therefore, prayed that all the ten workmen in question be reinstated with full back wages and other consequential benefits.

3. In defence the management plead that the records of the period ending 1978 are not available. They have been weeded out under rules. The management further pleads that none of the workmen was appointed or reappointed or his services were terminated as alleged in the claim statement. According to the management whenever workmen worked at any project on day to day basis none acquires the status of seniors. As per established law there are no senior and no juniors amongst the casual labour employed on project against

sanctioned casual or project work. Therefore, the question of reinstatement does not arise. Whatever compensation became due stand paid to all those who ever worked under the Northern Railway and the workmen in question are no exception. The management has then raised some legal pleas. According to the management persons named as juniors have not been impleaded in the case. Further the claim statement has been filed without any authority. The management further plead that the alleged Union has no legal right or authority to espouse the cause on behalf of the workmen. Lastly, the case being highly belated is liable to be rejected.

4. In the rejoinder the Union alleges that the Union has rightly espoused the case of the workers by raising an industrial dispute. Whether or not the Union has right to raise an industrial dispute is matter to be considered by the Central Government, Ministry of Labour. In case the reference order is to be challenged on this ground it should be enchallengeed by the management before the appropriate forum or court.

5. The Union further alleges that all the ten workmen were working on open line and not on project. There were getting c.p.e. scales.

6. In their additional written statement filed consequent upon the allowing of application for amendment of claim statement the management pleaded that the workmen were engaged against temporary sanction for two months w.e.f. 15-11-85, which was expired on 14-1-86. Thereafter, no sanction was received to re-engaged them.

7. In support of their case, the management have filed the affidavit of Shri J. P. Sharma, head clerk in the office of I.O.W. Rae Bareilly and Shri G.C. Gupta I.O.W. Rae Bareilly and a number of documents and on the other hand in support of its case, the Union has filed the affidavit of Shri Banwari one of the workman in question.

8. The first question which arises for consideration is whether in view of the amendment in the date of the appointment and in the date of termination sought by the Union, in the claim statement is this Tribunal is entitled to go into the question of determination of the present reference order. In the reference order the date of termination is given as 14-4-86 which date was also initially given in the claim statement but now on account of the amendment the case of the Union has come to be that the services of all the ten workmen were terminated again after their reinstatement on 15-11-85 on 14-1-86. In this connection I would like to refer to the Double Bench Ruling of the Hon'ble High Court of Allahabad in EEC of India Limited Vs. Industrial Tribunal Madras and others FIR 1986, 53(790) (Mad.). It was the case where on 15th October, 1980, sent an petition to the ALC raising an industrial dispute in respect of illegal non employment of 141 employees. According to the Union they had been working in the permanent nature of job for several years connected with lime production. The Union putforth the case that service of these 141 employees had been illegal terminated on and from 13th October, 1980. On 16th October, 1980 the Union addressed a letter to the Ministry of Labour in which they putforth the case that 113 youngsters tech. qualified working in various departments admittedly connected with the main production of lime had been illegally terminated from service w.e.f. 13th October, 1980. Thus the Union came with entirely new case with reference to the number of employees. Later on on 29th October, 80, the Union forwarded to the ALC a list of additional names of 46 employees thus raising the number of employees to 186. Before the Tribunal to which reference was made in the claim statement the Union took the stand that the employees had been refused employment on and from October 80. On 25th November 1981 the Union sought an amendment in the claim statement which was allowed. With the amendment the case of the Union came to be that the non employment of 186 employees was by way of denial/refusal of employment some time prior to June 1980 onwards in the month of July to October 1980.

Thus a entirely new case was sought to be introduced changing the case of non-employment on and from 13th October, 1980 to non-employment in the months of July and October, 1980 and specifically case of non-employment on and from 16th October, 1980. It was held by their Lordships that the Industrial Tribunal dealing with a reference made to it has no general inherital jurisdiction to cover

all matters which already might arise before it for the first time and its jurisdiction is limited only to the dispute referred to it. Section 10(4) of I.D. Act permits the Tribunal to decide only dispute or points referred to it and matter incidental thereto. Their Lordships referred to the following two rulings of the Hon'ble Supreme Court.

1. Delhi Cloth and General Mills Limited Vs. 1 cix Workmen 1967 (14) (FLR) 176 (SC) and,
2. Workmen of British India Corporation Vs. British India Corporation 1965 (10) FLR 247 (SC).

According to their Lordships in a matter which relates to non-employment and where the Union comes with a specific date with regard to non-employment in order to persuade the government to make a reference with regard to dispute relating to non-employment, the dispute can never be of general nature specially when a dispute relates to non-employment of a large number of employees. There is a world of difference in non-employment on and from 13-10-80 and non-employment on and from 16th October, 1980. Once the reference is made to the Tribunal the Union cannot be permitted to make out a entirely new case than the one which was raised by it and which alone the State Government was persuaded to refer to the Industrial Tribunal. Their Lordship therefore, observed that in their view the Tribunal committed an error in permitting the Union to make out a case at the stage of trial when the Union was entitled to canvass the case that non-employment of 141 workers had taken place on and from 16th October 1980. This was not a matter of mere tech. but went to the jurisdiction of the tribunal as it has no jurisdiction to decide the dispute which had not been refer to it. In view of the law laid down in above ruling, I am of the view, that this tribunal has no jurisdiction to decide a dispute which has not been referred to it. The dispute which was referred to this tribunal was with regard to the alleged termination of 10 workmen with effect from 14-4-86 and not about their termination w.e.f. 14-1-86.

8. Even otherwise I find no force in the case set up by the Union. The Union has come up with the allegations that the management had committed breach of section 25-G I. D. Act by terminating the services of the 10 workmen while retaining the service of juniors such as Shri Shiv Prasad, Shri Ram Asrey and Shri Ram Bharosey.

9. I would first like to refer to the evidence of the management witness Shri J.P. Sharma, who is employed in the office of the I.O.W. Rae Bareilly and Shri T. R. Sharma I.O.W. Rae Bareilly. In his affidavit Shri J. P. Sharma has deposed that all the ten workmen had been engaged against a temporary sanction as casual w.e.f. 15-11-85 for two months. Their term and sanction expired on 14-1-86 whereafter no sanction has been received nor any casual engaged. He has also deposed in his affidavit that all the ten workmen were served with notice. Shri Gupta in his affidavit has deposed that all the 10 workmen were engaged against temporary sanction received from time to time for completing work and after the completion of work or expiry of the temporary sanction their services were discontinued. He has further deposed that the last sanction No. 79/RBL dated 8-11-85 in respect of plantation of trees in his section was for two months and it was received in his office on 9-11-1985. Another important fact deposed to by him never any junior nor any casual labour at present is working or engaged for any work since 15-1-85.

10. The Union in support of his case has examined Shri Banwari son of Shri Ram Pyarey one of the ten workmen. In his cross examination he has deposed that he and the rest of the workmen used to be engaged whenever sanctions were received. He admits that the last sanction was regarding plantation of trees. He has then stated that all of them were working with Shri T. R. Gupta, IOW at the time of their termination.

11. Thus it even stands admitted to the workmen that they were engaged from time to time against temporary sanctions and that the last sanctions was regard to plantation of trees as has been deposed to by Shri Gupta. Shri Gupta with his affidavit has filed a number of documents such as annexure 3(I), 3(II), 3(III) and 3(V) which are in

respect of the last sanction for two months and the previous sanction which was for a period of three months.

12. Ext. M-1 to M-10 are copies of notice dated 14-12-85 which were given to the workmen before termination of their services on 14-1-86 (AN). Shri Gupta has also filed with his affidavit photostat copies of the casual labour cards of all the workmen except Shri Babu Lal who according to him did not deposit his card in his office. From the casual labour cards it appears that S/Shri Syam Lal Shiv Shanker and Banwari, Moti Lal I and Moti Lal II and Sunder Lal after 1980 got reemployment in 1985 and Shri Shiv Bahadur and Shri Bishram after 1979 got reemployment in 1985 and Shri Shanker after 1982 got reemployment in 1985.

13. All the ten workmen having worked against temporary sanctions would be deemed to have worked for specific periods. A sub-clause (bb) come to be inserted in section 21(a) I. D. Act by Act No. 49 of 1984 and it came into effect w.e.f. 18-8-84. I have stated above that the reemployment of almost all the workmen were some time in 1985. The sub-clause is to the effect of the non renewal of the service of a workman as a result of the non renewal of the contract between the master and workman concerned on its expiry or of such contracts being terminated under a stipulation in that behalf contained therein will not amount to retrenchment. Hence, in the present case these ten workmen cannot be held that they were retrenchment from service. Section 25-G applies only when there is retrenchment and not otherwise. As such the Union has no case of infringement of provision of section 25-G I. D. Act by the management. In such cases the question of giving one months notice also does not arise.

14. Even otherwise the case of breach of provisions of Section 25-G I. D. Act has not been established by the Union. The simple case of the Union is that since Ram Asrey and Shiv Prasad and Shri Ram Bharosey got into the service in the railway for the first time 1988 were retained in service against the ten workmen who joined service of the railway for the first time before 1978, there was breach of provisions of section 25G by the management. This in my view is not sufficient. The main question is about the continuous service rendered by the workmen and the above named three workmen from before the retrenchment of these ten workmen w.e.f. 14-1-86. In this connection I would like to refer to the law laid down by the Hon'ble Supreme Court in the case of A. V. Subba Rao and other Vs. Government of Andhra Pradesh and others (1988) 7 Administrative Tribunal Cases 94. In the said case Their Lordships of the S.C. Interpreted Rule (33) of the A.P. and Subordinate Service Rules 1962, which provides that seniority of a person is to be determined by the date of first appointment of the service unless he has been reduced to a lower rank as punishment. Their Lordships observed that it is appropriate to interpret that Rule to mean that date of first appointment is intended to refer to continuous appointment only and the word unless he has been reduced to a lower rank as punishment are redundant. Their Lordships explained it by citing an instance. Their Lordships said that assuming that a person is appointed to the post of Deputy Tehsildar on promotion on 1-1-70 and is reverted to the lower post not by way of punishment but on account of exigency of service or otherwise on 31-3-70. He is again promoted to that post on 1-1-1980 and continues to hold that promotional post. Another person is promoted to the post of Deputy Tehsildar on 1-4-70 and continues to hold that post without break, according to their Lordships if the interpretation adopted by the State Government of the said Rule is accepted, it would mean that the first person who on account of having been first appointed on an earlier date to the promotional post would rank senior to the second person. In their view this obviously could not have been the intention of the rule.

15. In the instant case, therefore, the Union can be said to have any case, the Union will have to prove that the reemployment of the ten workmen rendering continuous service was from before the reemployment of the above named three persons rendering continuous service. There is no evidence to establish that from the side of the Union.

16. Shri Banwari the witness examined by the Union who has deposed in his cross examination that he cannot say whether still these three persons are working or not. He further says that he cannot tell upto what date after termination of their services these three persons had worked, with Shri G. R. Gupta. From the entries of casual labour case it will appear that in respect of he most of the workmen the order of appointment given by him are wrong. On the other hand Sh. G. R. Gupta has deposed that these workmen have never worked under him. Since he does not possess their record he cannot tell when they were initially recruited. About Sh. Shiv Prasad and Shri Ram Bbarosey he is when he says that they were not working in Railway on 15-1-86 and thereafter.

17. Hence, it is held that in view of the amendment sought in the claim statement, the Tribunal has no jurisdiction to adjudicate upon the reference made to it by the Central Government. Further held that even otherwise the termination of the services of the ten workmen cannot be held as illegal or unjustified.

18. Reference is answered accordingly.

ARJAN DEV, Presiding Officer  
[No. L-41011/18/86-D.II(B)]

बन. मा. 1391--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अन्वयेण में, केन्द्रिय सरकार सेवक बाटल कमीशन, पुणे के प्रबंधक से संबंध निवासी और उनके कर्मचारियों के बीच, अनुव्यय में निर्दिष्ट औद्योगिक विवाद में केन्द्रिय सरकार औद्योगिक अधिकरण, के पंचपट को प्रकटित करता है, को केन्द्रिय सरकार का प्राप्त हुआ था।

S.O. 1391.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Govt. Industrial Tribunal, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Water Commission, Pune and their workmen, which was received by the Central Government on the 23-5-89

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1 AT BOMBAY

PRESENT :—

Mr. Justice M. S. Jamdar, Presiding Officer  
Reference No. CGIT-3 of 1987

PARTIES :

Employers in relation to the management of Executive  
Engineer, Central Water Commission, Pune.

AND

Their Workmen

APPEARANCES :

For the Management—Mr. B. M. Masurkar, Advocate.

For the Workmen—Mr. Mankar, Vice President of the  
Union.

STATE : Maharashtra INDUSTRIAL : Waterworks  
Bombay, dated the 8th day of October, 1987

#### AWARD PART—I

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the Executive Engineer, Pune, Gauging Division, Central Water Commission, Pune, in relation to its site at village Shridon of Sholapur Gauging Sub-Division in the removal from service of Shri M. B. Gaigavli Guage Khalasi from 24-3-83 is justified? If not, to what relief the employer is entitled to?”

2. The workman Shri M. B. Gaigavli was appointed as Guage Khalasi at Site No. 23 of Sholapur Sub-Division of Central Water Commission (hereinafter referred to as the Commission) with effect from 10-1-79 (F.N.) vide Office Order No. PGD/W/G-1/776-81, dated 31-1-1979. The appointment was borne on the work-charged Establishment of the Commission and was temporary, liable to be terminated at any time without any reason by notice of 14 days duration. By a subsequent order (Ex. M-2) issued by the Executive Engineer, Pune Gauging Division, the appointment was continued until further orders. He was dismissed from service of the Commission with immediate effect vide memorandum (Ex. M-6) dated 24-3-1983, for the mis-conducts mentioned in the memorandum (Ex. M-7) dated 1-12-1982.

3. According to the workman, even though his work performance was satisfactory and his behaviour was exemplary the Assistant Executive Engineer who detested him took advantage of his absence owing to personal difficulties and sickness during the months of September and October 1982, and served him with a charge sheet on 1-11-1982 for alleged mis-conducts such as unauthorised absence without leave, habitual absence, tampering with attendance register etc. and adding there-to one serious charge pertaining to involvement in alleged immoral act based on cooked up representation by some residents of the Village. He claimed that he strongly refuted all these allegations in his representation dated 9-11-1982. But he was again served with a fresh charge-sheet by the Executive Engineer, Pune Division on 1-12-1982, repeating the same statements of allegations mentioned in the earlier charge sheet issued by the Assistant Engineer. According to him, immediately on the next day, the Executive Engineer held a preliminary enquiry, and told him that the allegations made against him in the representation made by the villagers would be automatically dropped as they cannot become the subject matter of departmental enquiry against Government servant and assured him that the charges pertaining to the absence without leave etc. could be condoned if he tendered an apology. The workman contended in his statement of claim that the Executive Engineer threatened him that he would recommend his removal from service if he refused to comply with his suggestion and assured him, that after receipt of the apology letter, his absence would be regularised and he would be granted leave with pay. The workman maintained that it was because of this categorical assurance on the part of the Executive Engineer that he gave an application expressing his regret for the alleged acts of mis-conducts and prayed for pardon. However, as he did not receive his wages as promised by the Engineer during the preliminary enquiry, he addressed a representation to the Chairman, Central Water Commission, New Delhi inviting his attention to the non payment of wages for the above period and citing certain acts of harassment and indecent behaviour towards him by his immediate superior namely the Assistant Executive Engineer and it was only after this representation that the Executive Engineer, Pune Division, who had conducted a preliminary enquiry on 2-12-1982 in his capacity as disciplinary authority served him with a memorandum proposing to impose penalty of removal from service for the same acts of mis-conducts alleged against him in the earlier charge sheet enclosing with it a copy of the findings of the preliminary enquiry. According to the workman, the preliminary enquiry was nothing but a sheer farce and was conducted in flagrant breach of rules of natural justice and the conclusion that the charges levelled against him were proved were based on the so-called admission letter which was obtained from him under duress and by deceitful tactics and hence he refused to accept the memorandum and sent a representation on 11-3-1983 refuting all the allegations and demanding proper and fair enquiry. But ignoring his protest and representation he was finally removed from service on 24-3-1983. According to the workman, the so-called admission pertained only to the unauthorised absence and the punishment of dismissal meted out to him on the basis of the said admission without allowing him to lead any evidence and giving him fair and proper opportunity to defend other serious allegations, was not commensurate with the guilt which he had admitted.

4. The Executive Engineer, Gauging Division, Central Water Commission Pune, who filed the written statement on behalf of the employer contended inter alia that the commission which was constituted by resolution No. EI-1-20 (5) dated 21-4-1981 of the Ministry of Natural Resources and



Scientific Research, Government of India has been charged with general responsibility of initiating, coordinating and furthering, in consultation with the State Government concerned schemes for the control, conservation and utilisation of water resources throughout the country for purposes of flood control, irrigation, navigation and water power generation as well as schemes of thermal power development and also schemes of transmission and utilisation of electric energy throughout the Country and in exercise of these responsibilities it is expected to carry out the following functions with the assistance of the Central Water and Power Research Station at Pune, which is a premier organisation for hydraulic and allied engineering research in the country, and which undertakes model experiments, laboratory tests and mathematical analysis for the various project designs done by the C.W. & P.C. or by the States:—

- (a) To make all necessary investigations and surveys and when so required to prepare schemes and designs (i) for the development of river valleys in respect of power generation and irrigation by gravity flow or lift, navigation, flood control, soil conservation, anti-water logging measures, reclamation of alkaline and saline soils, drainage and other related facilities such as malaria control, recreation and fish culture and (ii) for thermal electric power development.
- (b) To undertake construction work on any river valley development or electric power development schemes on behalf of the Government of India or State Governments concerned.
- (c) To advise and assist, when so required, the State Governments (Commission, Corporation or boards that may be set up) in the investigation, surveys and preparation of river valley and power development schemes for particular areas and regions and in the surveying of potential sources of load, the forecasting of revenue from electricity supply and the formation of electricity tariffs;
- (d) To advise the Government of India in respect of water and water-power rights and disputes as between different units and of the effect which any scheme for the conservation and utilisation of water may have on the interests of the concerned units and of the interpretation of agreements in this regard between the different units and any matter that may be referred to the Commission in connection with the river valley development;
- (e) To advise the Central and State Governments on the administration of electricity legislation and control of electric utilities;
- (f) To advise the Government of India in regard to all matter relating to electric power development, public electric utilities, both private and State owned;
- (g) to advise the Government of India in regard to the settlement of priorities for plant, materials and foreign exchange as between various river valley development and power projects;
- (h) to collect, co-ordinate the collection of, publish and analyse data relating to water ways, tidal rivers, rainfall, run off and temperature, ground water resources, silting of reservoirs, behaviour of hydraulic structures, etc. and to act as the Central Bureau of Information in respect of these matters;
- (i) to collect, maintain and public statistical data relating to the generation, distribution and utilisation of electricity throughout India and to act as the Central Bureau of Information on all matters relating to the public electricity supply ;
- (j) to initiate schemes and arrange for the training of Indian Engineers in India and abroad in all aspects of river valley development and electric supply industry;

- (k) to standardise instruments, methods of observations and record, materials and constructions, design and operational features;
- (l) to review and lay down for the whole of India Standard Voltages and practices for generation, transmission and distribution of electrical energy;
- (m) to conduct and coordinate research on the various aspects of river valley development schemes such as flood control, irrigation, navigation, power development schemes etc. and the connected structural and design feature; and
- (n) to conduct experiments, research propaganda, and generally to carry out such other activities as will promote the spread and use of electricity throughout the country, in particular, in Semi-urban and rural areas."

According to the employer, the functions of the Commission consist of the inalienable functions of the Government, and as such are to be regarded as sovereign functions of the state. The duties and functions of the committee are not such as are capable of being conducted by individuals and hence such functions must be regarded as sovereign or legal functions of the Government which are excluded from the purview of the definition of 'Industry' under section 2(j) of the Industrial Disputes Act, 1947. It was therefore contended that the commission is not an 'Industry' within the meaning of the Industrial Disputes Act and the dispute raised by the employer cannot be entertained by this Tribunal for want of jurisdiction. The employer further stated that Sri Gaigavli was found to be in different in the discharge of duties, was in the habit of indulging in fraudulent acts of tampering with the office records, absenting from duty without prior permission of his superior officer and then making his presence in the muster roll forcibly. Two Gauge Posts were lost during his duty period due to his gross-negligence and when he was asked to explain he abused his superior officer in filthy language. Further to put a coping stone over his misdeeds Shri Gaigavli stated indulging in immoral acts within the Office premises as evidenced by the petition submitted by the residents of the village, who were witnesses to Shri Gaigavli's lustful behaviour and hence an enquiry was instituted by the Executive Engineer, Poona Gauging Division as a result of which Shri Gaigavli was found guilty on all the charges levelled against him and consequently he was discharged from service with effect from 24-3-1983. The employer maintained that the termination of service of Shri Gaigavli had been done in accordance with the procedure laid down in the CCS(CCA) Rules 1947 and by observing all principles of natural justice and for the acts of mis-conducts which were proved against him in the course of the departmental enquiry. It is further maintained that during the preliminary enquiry made by the Assistant Engineer, Shri Gaigavli had confessed to his acts of mis-conducts and that he had undertaken not to repeat such acts in future.

5. In view of the contention raised by the first party employer a preliminary issue as to whether Central Water Commission is an 'Industry' within the meaning of section 2(i) of the Industrial Disputes Act, 1947 was framed. It is however difficult to accept the submission that the responsibilities cast on the Commission by the Government Resolution by which it was constituted and the functions which the commission is expected to perform with or without the assistance of the Central Power Research at Pune are inalienable responsibilities and functions of the state which cannot be entrusted to or performed by individuals or by private organisations.

6. The Commission satisfies the triple tests laid down by the Supreme Court in the case between Bangalore Water supply & Sewerage Board and A. Rajappa and others (1 I.L.J.— Vol. 1, 1978, page—349). The functions which the Commission is expected to perform are welfare activities or economic adventures and not sovereign functions of the State as strictly understood. It may be that as contended the commission may be a full fledged department of Government of India and is an attached office of the Ministry of Water Resources. But that factor is not decisive because in determining the question whether a particular activity is a

'Industry' or not, regard must be had to the nature of the activity and not to who engages in it. It is immaterial whether the activity is undertaken by the State or private organisations. For qualifying for exemption from the definition of industry the activity must be undertaken in the fulfilment of the state's constitutional obligation or in the discharge of its constitutional functions. All the functions of the commission can be entrusted to and performed by private individuals or private organisation. The commission therefore must be held to be an 'Industry' within the meaning of section 2(j) of the Industrial Disputes Act, 1947.

#### AWARD PART-II

Dated, the 26th day of February, 1988

7. As mentioned above, the workman was removed from service with immediate effect vide memorandum (Ex. M-6) No. PGD/A/12026/3/83/CBII/2441—46 dated 24-3-1983. The memorandum reads as follows:—

"In pursuance of this Office Memorandum No. PGD/A/12026/3/83/CBII/1809-10, dated 2-3-1983 and after careful consideration of the representation dated 11-3-1983, I, P. B. Gangapure, Executive Engineer, hereby order the removal from service of Shri Mallikarjun Bhimsha Gaigavali, Gauge Khalasi, Site Shirdhon, of Solapur Gauging Sub-Division, Central Water Commission, Poona with immediate effect."

8. As mentioned in the above quoted memorandum it was issued in pursuance of the office memorandum No. PGD/A/12026/3/83/CBII/1809-10 dated 2-3-1983 (Ex. M-3). which read as follows:—

- "1. The undersigned is to enclose a copy of the enquiry report and finds into the charges against Shri Mallikarjun Bhimsha Gaigavali, Gauge Khalasi Site Shirdhon, Solapur Gauging Sub-Division, Central Water Commission of Poona Gauging Division
2. On a careful consideration of the enquiry report aforesaid, the undersigned hold that the Article(s) of charge are proved. The undersigned has, therefore, provisionally come to the conclusion that Shri Mallikarjun Bhimsha Gaigavali, Gauge Khalasi is not a fit person to be retained in service and so the undersigned propose to impose on him the penalty of removal from service.
3. Shri Mallikarjun Bhimsha Gaigavali is hereby given an opportunity of making representation on the basis of the evidence adduced during the inquiry. Any representation which he may wish to make on the penalty proposed will be considered by the undersigned. Such representation, if any should be made in writing and submitted so as to reach the undersigned not later than fifteen days from the date of receipt of this Memorandum by Shri Mallikarjun Bhimsha Gaigavali."

The report to which reference is made in the Memo Exh. M-3 is the report dated 6-12-1982, submitted by the Assistant Engineer Shri K. Mahadeveppa in respect of the preliminary enquiry held by him on 6-11-1982. It will be seen from the findings recorded by the disciplinary authority namely the Executive Engineer, on 2-3-1983, that the findings are based on the preliminary enquiry conducted by the Assistant Engineer and the admission given by Shri Gaigavali in reply to the memo no. 9905-06 dated 1-12-1982, issued by the Executive Engineer. It is pertinent to note that the workman was not present at the preliminary enquiry. According to the Assistant Engineer the workman was absconding from duty and did not bother to attend the preliminary enquiry held on 6-11-1982 or to reply to the charges levelled against him. It is true that the workman was served with memorandum of allegations dated 1-11-1982, and he was directed to be present in person on 6-11-1982 at Site Shirdhon for the enquiry. It is also true that he did not remain present on 6-11-1982. But it is not correct to say that he did not submit his explanation. He had sent his explanation by registered post on 9-11-1982. It is produced at (Ex. W-1). There is no reference to this reply in the report submitted by the As-

stant Engineer. Moreover, the enquiry carried out by the Assistant Engineer on 6-11-1982 was a preliminary enquiry and the disciplinary authority was not expected to pass the removal order on the basis of the findings recorded by the Assistant Engineer on the basis of the preliminary enquiry held by him. As a matter of fact, in his report dated 6-12-1982, the Assistant Engineer had suggested to the Executive Engineer that at his end a show cause notice may again be issued to the workman calling upon him to attend the enquiry at site Shirdhon. It was not necessary to hold another preliminary enquiry and the Executive Engineer could have instituted regular enquiry against the workman on the basis of the report submitted by the Assistant Engineer. But there was no justification for accepting the findings recorded by the Assistant Engineer on the basis of the preliminary enquiry conducted by him and to pass the removal order on the basis of the said report without holding a regular enquiry into the charges, though according to the Assistant Engineer the charges were prima-facie substantiated. It will be seen from the findings recorded on 2-3-1983, by the Executive Engineer that no further enquiry was held by the Executive Engineer and he based his findings on the report of the preliminary enquiry submitted by the Assistant Engineer, and so-called admission given by the workman. It will be worthwhile to quote the findings recorded by the Executive Engineer on 2-3-1983, before issuing the memorandum (Ex. M-3) of even date.

"After preliminary enquiry in the various charges and admission made by Shri M. B. Gaigavale, Gauge Khalasi of the Site Shirdhon of Solapur Gauging Division of this division I find him guilty of the charges involving moral turpitude and failure to maintain integrity and devotion to duty as enjoined in the Government Servants Conduct Rules. Taking the gravity of mis-demeanour committed by him, I consider his further retention in the public service undesirable.

Also, in the written statement of defence all the charges are admitted by him, I hereby give an order that further action to remove him from service should be taken in the manner prescribed in rule (15)(4)(b) of the CCS (CC&A) Rules, 1965. Also, I order that the absence of Shri Mallikarjun Bhimsha Gaigavale with effect from 25-10-1982 to 1-1-1983 be treated as an unauthorised absence on loss of pay under proviso to F.R. 17."

9. The so-called admission given by the workman is contained in Ex. M-8 which is in the forth of a letter addressed to the Executive Engineer, through the Assistant Engineer and in reply to the memo dated 1-12-1982 (Ex. M-7). The said memo reads as follows:—

"Shri M. B. Gaigavali, Gauge Khalasi is hereby called upon to explain on the following even's:

1. He has been reported to be forging signature in the attendance register and Gauge reading book to collaborate and establish his presence on the day when he is actually marked absent by the site-in-charge.
2. he is in habit of leaving headquarters without any proper application for leave or permission from site-in-charge.
3. refuse to perform the duties such as cleaning the area of gauge posts and plates etc.
4. reported upon by the villagers of the site office that he is fulfilling his lust and pleasure by bringing ladies in the office premises and passing away remarks to the ladies who came for fetching water near to the site office.
5. do not keep proper relating with his superiors and disobey the orders given by them.
6. When villagers have requested to keep his behaviour clean and do not spoil the office area by doing unwanted things as the site office is situated near the Lord Shiva Temple he attempts to threaten the villagers by saying that I am a Government servant and you villagers can do nothing wrong with me.



He should submit his explanation within 8 days from the date of receipt of this letter and should also explain as to why disciplinary action should not be initiated against him for such an act of mis-conduct and alleged misbehaviour."

It is pertinent to note that this memo was issued on 1-12-1982, that is before receiving the preliminary enquiry report which as mentioned above was submitted by the Assistant Engineer on 6-12-1982. Obviously, therefore, it was not based on the said report of the Assistant Engineer. No doubt, in Ex. M-8 dated 2-12-1982, the workman admitted all the charges from A to F levelled against him and expressed unconditional willingness to accept the punishment that may be inflicted on him. But there is great substance in the workman's allegations that the Assistant Engineer (and not the Executive Engineer as wrongly stated by the workman in his statement of claim) who obtained the writing (Ex. M-8) told him that no action can be taken on the basis of the representation made by the villagers and that his absence will be regularised if he tendered an apology. It is pertinent to note that the categorical assertions to that effect made by the workman in his statement of claim were not specifically controverted in the written statement filed on behalf of the employer by the Executive Engineer. The workman reiterated these averments on oath in his deposition and the said evidence remained unchallenged in his cross-examination. The concerned assistant engineer Shri K. Mahadevappa was not examined to deny the allegations.

10. The tenor of Ex. M-8 also substantiates the case of the workman that the writing was obtained from him by the Assistant Engineer after giving some assurance. It appears to be a letter of apology because the workman expected that not only he would be retained in service but his request for transfer would also be favourably considered. It is significant to note in this context that the memo (Ex. M-7) was issued by the Executive Engineer at Pune on 1-12-1982. As stated by the workman, he received it through post when he was on medical leave. By the memo he was called upon to show cause within 8 days from the receipt thereof. There was therefore no hurry for the workman to give the reply on the very day on which he received the memo and to promptly admit the guilt. An inference is irresistible that he must have given the writing at the instance of the Assistant Engineer, who assured him that his leave would be regularised and that his request for transfer would be favourably considered.

11. Even though the Assistant Engineer submitted his report to the Executive Engineer on 6-12-1982, and the workman had replied to the memo (Ex. M-7) on 2-12-1982 itself no action was taken by the Executive Engineer till 2-3-1983. Not only that but the workman was allowed to resume duty on 2-1-1983. According to the workman he was on medical leave in November and December 1982, and that at the time of rejoining his duty he had submitted the medical certificate and fitness certificate. It however, appears that as he was not paid the salary for those two months in spite of the assurance given by the Assistant Engineer he and the other gauge Khalasi who was also on medical leave during the relevant period, and who was also similarly treated, made a representation directly to the Chairman, Central Water Commission on 10-2-1983. The representation which is produced at Ex. W-5, reads as follows :-

"We are the undersigned Gauge Khalasi's Sir, M. B. Gayagavali (2) M. E. Shaikh site Shirdhory under S. GSD C.W.C. Solapur, Division Poona. Both we are requesting that, sir both we are not received salary for the months of November 1982 and December 1982 and also January 1983 both we are always present at site. We are very sencier and deceiplene in our duty.

(1) November and December 1982

Sir, for the month of November and December both we are in medical leave. Already we are submitted the medical certificates and fitness certificate. In such situation we have not get any benefit from our officer A.E. Our Economic condition is too much weak. What is its purpose. Our Assistant Engineer

nothing can do for our care. He is always neglecting to us.

(2) January 83.

Both we are joined on duty from medical period on 2-1-83 we are submitted joining report to sub-division but yet not get salary. Both we are not received salary for the 3 months. If we wished to inform about our payment, site-in-charge is not ready to inform our difficulties to A.E. as per your rules in the medical period our salary may be sanctioned. So please grant the salary for the months of Nov. Dec. 82 and Jan. 83 this is our earnest request to you. Both we are suffering from three months without pay.

(3) Allegation Against A.E. Sri K. Mahadevappa.

Shri K. Mahadevappa is our Asst. Engineer. He is treated in our Sub-Division as a tiger. He is always neglecting Khalasi's. In his account Khalasi's are very negligible thing. Any type of order he is giving us to forcibly. If we asked him about duty rules, orally he is refused to us. In this department no rules and regulations. He is always telling to us like this. I can terminating to you at any time without reason. So, we are feared to him. In what time what he can do we don't no ?

Without faults we have forcibly he is taking any kind of letter from our hand. If we are submitted our difficulties through proper Channel he is not forwarding our letter to higher authorities. Every one servant may be following in his rules. Our site-in-charge is relative to A.E. He is always following rules of A.E. What we can do? For solve our problems and difficulties. Through proper channel.

We are submitted our joining report but not get salary for the period of Nov., Dec. 82 with these documents our site-in-charge has submitted his tour-advance letter. A.E. has sanctioned his tour advance within a week but he is not sanctioned out salary within a week but he is not sanctioned our salary forcibly telling to us I am not giving pay to you. This is punishment to you.

So, please grant the payment for the three months this is our earnest request.

This is kind information and necessary action please." A copy of this representation was sent to the Executive Engineer, Pune and Superintendent Engineer at Hyderabad. It is after this representation that the Executive Engineer recorded his findings without holding an enquiry and passed the removal order on the basis of the so called admission of the workman. As mentioned above, both these things were done on 2-3-1983. It is clear that the Executive Engineer made use of the writing at Exh. M-8 belatedly and contrary to the assurance on which the writing was obtained, for the purpose of dispensing with the enquiry and for basing the removal order. The writing Ex. M-2 cannot be considered as an unqualified admission on the part of the workman, of the charges levelled against him. It could not have therefore formed a valid basis for passing the removal order which admittedly was passed without holding an enquiry into the charges contained in the memorandum Ex. M-7.

12. The employer has also not prayed in the written statement that in the event it is found that an enquiry was necessary or that the enquiry was defective opportunity should be given to the commission to lead evidence before the Tribunal to prove the charges levelled against the workman. Consequently the removal order which was passed without holding an enquiry must fall and the workman must be reinstated in service. In the result, I hold that the action of the Executive Engineer, Pune Gauging Division of the Central Water Commission in removing the workman from service was illegal and void and direct that the workman be reinstated in service with full backwages from the date of removal till actual reinstatement Award accordingly.

M. S. JAMDAR, Presiding Officer  
[No. 1-42012/23/84-D.II(B)]

का. आ. 1392.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिस्ट्रिक्ट सिग्नल एवं टेली कम्युनिकेशन, इंजीनियर के प्रवर्तन से संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-89 को प्राप्त हुआ था।

S.O. 1392.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Distt. Signal and Telecommunication and their workmen, which was received by the Central Government on the 24-5-1989.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 28 of 1987

In the matter of dispute :

BETWEEN

Shri Phirangi S/o Shri Johan Gram Paradeeh P.O.  
Sipah Distt. Azamgarh U.P.

AND

The Distt. Signal and Telecommunication Engineer Works/  
East NER Gorakhpur, U.P.

#### AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-41012/42/86-D.II (B) dated 3-2-87, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of Distt. Signal and Telecommunication Engineer Works/East, NER Gorakhpur in terminating the services of Shri Phirangi, Ex-Khalasi w.e.f. 23-6-83 (FN) is legal and justified? If not, to what relief the workman concerned is entitled to and from what date?

#### NOTE :

The date of termination given in the English Version of the reference order differs from the reference order given in Hindi version. However, it is stated that the date which is given in Hindi version is correct date. There is a clerical error in the English version. The date given in Hindi version on 23-6-68.

2. The admitted facts are that the workman was appointed as casual labour on 2-3-65 and he acquired the temporary status w.e.f. 24-2-66. Vide letter No. N/51/1/2 Pt. II/VII/1398 dated 21-2-66, he was appointed Trolley man by DSTA/Works (East) N.E.R. Gorakhpur. Subsequently vide DSTE/H. Qrs letter No. N/175/1/4 dated 16/18-7-66 he was transferred and posted in Signal workshop as Khalasi in the scale of 70—85. Some time in May 1968 he was spared from the Signal Workshop and sent back to the DSTE/Works (East) NER Gorakhpur. Where he was served with a notice of termination dated 23-5-68 informing him that his services would stand terminated w.e.f. 23-6-68.

3. The workman's case is that against the said termination of his services he made representations on 4-6-68 and 21-6-68 and when nothing resulted he served a notice u/s 80 C.P.C. on the Railway Administration. There is no dispute about the fact between the parties that the workman filed a civil suit in 1968 which was numbered as suit No. 979 of 1968. in the Court of Munsif Gorakhpur. The litigation went upto the Hon'ble Supreme Court and the workman lost the case. According to the workman he lost the case as it was held that the Civil Court had no jurisdiction to entertain the suit.

4. The workman alleges that having served the Railway Administration for a period of more than 3 years continuously his services could not have been terminated without complying the provisions of section 25-F. He was paid no retrenchment compensation. He has further assailed the order of

termination on the ground that it was against the provisions of section 25-G I. D. Act. S/Shri Shyam Deo Ticket No. 853 Ram Kishan Ticket No. 848 Gholar Ticket No. 840, Sudershan E.P.C. who were junior to him in the cadre of Khalasi were retained in service. The notice terminating his services is arbitrary and mala fide. It was in violation of para 151 of the Indian Railway Estt. Code Vol. I and orders of Railway Board No. 5/(N-6) 65 IRI-1 dated 1-9-65 and No. 5 (NG) 64CL/25 dated 4-9-65. He has, therefore, prayed that by declaring the order of termination of his services as illegal he be reinstated with all consequential benefits including promotions.

5. It is pleaded by the management that due to reduction of work load it was felt necessary to reduce the establishment in the interest of Administration. As such notice for termination services of junior most staff were served as per provisions of I. D. Act. One such notice was served on the workman as he was in the list of Junior vide DSTE/works/East/GKP letter No. 51/1/2TPI. IX/719 dated 23-5-1968. The reasons for terminating his services (reduction of establishment) was clearly mentioned in the office order of DSTE/Works/East/GRP No. N/51/1/2PtIX/1072 dated 21-6-68. The management deny that any junior to the workman was retained in service. According to the management para 151 of the Indian Railways Estt. Code Vol. I and letters of Railway Board's referred in above by the workman in his claim statement have no application to the fact of the present case. Para 151 of the Railway Estt. Code Vol. I applies to a case of reduction of establishment of permanent post. Since, it had already been adjudicated upon by the Civil Court, as well as by the Hon'ble High Court, and Hon'ble Supreme Court, this Tribunal has no jurisdiction to try the case

6. In his replication the workman alleges that in second appeal No. 160 of 1980 arising out of the Civil Suit filed by him it was held that the Civil Court had no jurisdiction to entertain the suit and that he as a plaintiff could claim relief under the provisions of I. D. Act, 1947, and this view of the Hon'ble High Court was confirmed by Hon'ble Supreme Court. No other new facts have been alleged by the workman in his replication.

7. In support of his case the workman had filed his affidavit and in support of their case the management have also filed the affidavit of Shri D. N. Verma, ASTE/Construction Head Quarter, Gorakhpur. Both sides have also relied upon a number of documents filed by them.

8. The first point that has been urged on behalf of the management is that the present proceedings are barred on the principles of res-judicata as the question of legality of the termination has been decided once for all in the civil suit filed by the workman. On the other hand, it has been contended by the authorised representative for the workman, that the argument is without any force. The civil suit was dismissed as in its judgment the Hon'ble High Court of Allahabad held that the civil court has no jurisdiction to try the suit.

9. In support of his contention the authorised representative for the workman, on the date of argument filed the copy of judgment dated 6-5-81 of the Hon'ble High Court of Allahabad in Second appeal No. 160 of 1980, Union of India Versus Phirangi. Although the authorised representative for the workman who happened to be an advocate has not attested it as true copy, its correctness has not been challenged from the side of the management. A perusal of the judgment shows that Hon'ble High Court did not decide the appeal on merits. It simply held that the Civil Court had no jurisdiction to entertain the suit. There is no doubt that against the judgment of the Hon'ble High Court, the workman went in appeal before the Hon'ble Supreme Court without any success but there is nothing on record to show that Hon'ble Supreme Court decided the matter with regard to validity of the order of termination. In the circumstances, the Hon'ble Supreme Court would be deemed to have confirmed the findings of the Hon'ble High Court of Allahabad that the Civil Court had no jurisdiction to try the suit. The suit having been dismissed for want of jurisdiction it cannot be held that the present proceedings are barred by the principles of res-judicata.

10. From the side of the workman the order of termination has been challenged on two grounds. Firstly on the ground that non compliance of section 25G and secondly on the ground of non compliance of section 25-F I. O. Act. In the

former ground I find no force. In para 13 of the claim statement the workman has set up the case that at the time of termination of the services Shri Shyam Dev, Ram Kishan and Bhaley holder of Ticket Nos. 853, 948 and 840 respectively who were junior to him were retained in service. He has further set up the case that once Sudarshan who was also junior to him was retained in service. In para 2 of his statement in cross examination the workman has deposed that he cannot tell when Bholey and Shri Sudarshan joined the railway service for the first time. Immediately, thereafter he has stated that these two workmen joined the railway service either in the first or in the second month of 1965. It means that they were not junior to him as according to him he joined service in March, 1965. In his cross examination the workman has given his Ticket No. as 862, ticket Nos. of Shri Shyam Dev and Shri Ram Kishan as given in the claim statement are 853 and 948 respectively. Therefore, in the case of these two persons also it cannot be said that they were junior to the workman.

11. Hence it is held that the order of termination does not suffer from breach of the provisions of section 25-G I. D. Act.

12. Ext. W-5, is the copy of order of termination dated 23-5-68. I may state here that documents Ext. W-1 to Ext. W-5 have been admitted by the management witness in his cross examination. The order of termination shows that the notice was given in terms of Dy. CSTF/(Cons)/GKP letter No. F/5751/Con/Pt.III/45 dated 10-11-67. Ext. M-21 is the copy of the said letter dated 10/11-67. In the letter it is written that CSTF has ordered that such staff as were in service on 31-12-63 should be retained till their seniority is equated in all the districts. Then in the letter are given the names of temporary khalasis (workcharged) to be retained out of the list submitted. The management witness has deposed in his cross examination that workcharged post are sanctioned only for a limited period, they are not regular post. May it be so but since the workman had put in more than one year of continuous service he was entitled under section 25-F I. D. Act to one month's notice/notice pay besides retrenchment compensation. I may state here that in para 7 of his statement in cross examination, the management witness has admitted that the workman had worked continuously from 2-3-65 to 23-6-68. There is no doubt about the fact that one month's notice was given to the workman but there is no evidence that he was paid any retrenchment compensation. The provisions being mandatory, the order of termination cannot be held as justified.

13. Hence, I find that the action of DSTF/Works/East/NER Gorakhpur in terminating the services of Shri Phirangi w.c.f. 23-6-68 is illegal and unjustified. The workman has been constantly agitating the matter after the termination of his services. He is therefore, held entitled reinstatement with full back wages in the scale of pay which he was getting at the time of his termination of services as revised from time to time on his furnishing an affidavit to the effect that during this period i.e. from the date of termination to the date of publication of award he was not gainfully employed anywhere else.

14. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-41012/42/86-D.II (B)]

का. अ. 1393.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेडल इन्स्टीट्यूट प्राइवेट लिमिटेड फॉर्म नारदन प्लेन, लखनऊ के प्रबंधन से संबंधित विवादों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-89 का प्राप्ति हुआ था।

S.O. 1393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Inst. of Horticulture for Northern Plains, Lucknow and their workmen, which was received by the Central Government on the 24-5-89.

## ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 47 of 1989

In the matter of dispute :

## BETWEEN

The Joint Secretary, Krishi Karamchari Sabha, J-Abdul  
Aziz Road, Lucknow —Petitioner

## AND

The Director, Kendriya Uttar Majdani Udyan Sansthan,  
8-217, Nirala Nagar, Lucknow —Opp. party

## AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-42012/64/87-D.II (B) dated Nil, has referred the following dispute for adjudication to this Tribunal :

"Whether the Director Central Institute of Horticulture for Northern Plains, Lucknow was justified in terminating the services of Shri Bhagu Lal S/o Shri Gunnu with effect from February 1986 ? If not, to what relief the workman concerned was entitled to ?"

2. In the present case two dates i.e. 16-3-89 and 14-4-89 were allowed to the workman for filing statement of claim but despite issue of notices to this effect at the address given in the reference order none has put in appearance on 14-4-89.

3. As such it appears that the workman is not interested in contesting in case.

4. As such a no claim award is given in the case.

[No. L-42012/64/87-D.II (B)]

ARJAN DEV, Presiding Officer

का. अ. 1394.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उद्भवाग्निक विवादों के प्रबंधन से संबंधित विवादों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-89 का प्राप्ति हुआ था।

S.O. 1394.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Allahabad and their workman which was received by the Central Government on the 24-5-1989.

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, KANPUR.

Industrial Dispute No. 42 of 1989

In the matter of dispute ;

BETWEEN

Shri G.S. Trivedi,  
President,  
Uttar Rly. Karamchari Union,  
130/90/26-L,  
Bagahi (Transport Nagar),  
Kanpur.

—Petitioner

AND

1. Divisional Rly. Manager,  
Northern Railway,  
Allahabad.
2. Divisional Health Officer,  
Northern Railway,  
Kanpur Division,  
Kanpur.

—Opp. party.

AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-41012/31/87-D.II(B) dt. 1-2-1989, has referred the following dispute for adjudication to this Tribunal.

“क्या डिब्बीजनल रेलवे प्रबन्धक, उत्तर रेलवे, इलाहाबाद के प्रबंधक श्री बी. के. सेन, मुख्य निरीक्षक को वेतनमान 700-900 रूप में पदोन्नति न देने की कार्यवाही न्यायोचित है ? यदि नहीं, तो श्री बी. के. सेन किस अनुसंधान के हकदार हैं ?

2. In the present case notice for filing claim statement fixing 8-3-89 had been issued. Again on 8-3-89 notice was ordered to be issued to the workman/union fixing 7-4-89 for filing of statement of claim. But despite that none has appeared on 7-4-89. It appears that the workman is not interested in contesting the case.

3. In the circumstances discussed above a no claim award is given in the case.

[No. L-41012/31/87-DII(B)]

ARJAN DEV, Presiding Officer

का. भा. 1395 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे, लखनऊ के प्रबंधक से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुसंधान में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-89 को प्राप्त हुआ था।

S.O.1395.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, Lucknow and their workmen, which was received by the Central Government on the 24-5-89.

ANNEXURE

BEFORE SHRI ARJUN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
KANPUR, UTTAR PRADESH

Industrial Dispute No. 45 of 1988

In the matter of dispute.

BETWEEN :

The Divisional Secretary,  
Uttar Railway Karamchari Union,  
96/196, Koshan Bajaj Lane,  
Ganeshgani, Lucknow.

AND

The Sr. Divisional Mechanical Engineer,  
Northern Railway Hazaraganj,  
Lucknow.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-41011/12/87-D.II(B) dated 6-4-88, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Sr. Divisional Mechanical Engineer, Northern Railway, Lucknow in terminating S/Sari Gayasuddin and Mukut Singh Pal cleaners from service with effect from 4-10-81 is legal/justified ? If not, to what relief the workman concerned are entitled to ?

2. The two workmen in question are S/Sh. Mukut Singh Pal and Gayasuddin. The industrial dispute has been raised on their behalf by U.R.K.U. (hereinafter referred to as Union).

3. The Union's case in brief is that Sh. Mukut Singh Pal and Sh. Gayasuddin were appointed as cleaners in Loco Shed, Northern Railway, Lucknow on 1-7-79 and 1-9-80 respectively. However, their services were terminated w.e.f. 4-9-81 (should be 4-10-81), without notice or notice pay and retrenchment compensation by Sr. D.M.E. Northern Railway, Lucknow, although they had worked for more than 240 days between September, 1980 and August 1981. Hence, their retrenchment is illegal and void ab initio. They are entitled to be reinstated in service with full back wages and other consequential benefits.

4. The management plead that a total ban was imposed by the Railway Board for recruitment of casual labour and substitutes in Locosheds in Northern Railway and no authority was empowered to engage any casual labour or substitute in Loco Shed in Northern Railway, except under the orders of the Divisional Superintendent, N.R., Lucknow. However, a fraud was played upon the Railway Administration with the connivance of some members of the staff. The management plead that a large number of casual labour was shown to have been engaged in Locoshed, Lucknow, without any justification, approval and sanction of the competent authority i.e. Divisional Superintendent/Divisional Railway Manager, Northern Railway, Lucknow. Enquiry made into the matter revealed that in 1980-81 2000 casual labour were allegedly shown to have been engaged Extra and their wages got arranged fraudulently although actual sanctioned strength of regular staff was 1500. They were also shown in the muster rolls. They were also given privilege passages although they were not entitled to such passes under Rules of the Railway Administration. The enquiries made further revealed that passes had been issued to the so called casual labour without pass applications. All this was done as a result of conspiracy. On detection of fraud the so called casual labour including the so called workmen in question were discharged from service on 4-10-81. The vigilance department recommended suspension of 15 members of Loco Staff upon which the said staff were suspended and issued SF-V charge-sheet. Department proceedings against them are in progress. The management further plead that Uttar Railway Karamchari Union is not a recognised Union and as such it has no right to raise an industrial dispute. The management have also challenged the authority of Shri B. D. Tiwari, to raise the industrial dispute on behalf of these two workmen in question.

5. Lastly, the management plead that these two persons had not worked for 120 days or 240 days in the preceeding year. In the circumstances they are not entitled to any relief.

6. In its rejoinder the Union has alleged that the two workmen were appointed by Assistant Mecn. Engineer, Loco Shed who was the competent authority. The Union further alleges that without the approval of the Divisional Suptd., wages could not have been paid to these two workmen. Lastly, it says that even if it be assumed that the appointments were made fraudulently, the railway administration should punish the officers who had appointed the two workmen and others. For lapse on their part the two workmen cannot be allowed to suffer.

7. In support of its case, the Union has filed the affidavit of Shri Mukut Singh Pal and a number of documents and in support of their case, the management has filed the affidavit of Shri S. H. Raza, Assistant Suptd. in the office of Locomotorman Northern Railway, Lucknow, and a few documents. I may state here that on 25-4-89, which was the date fixed for hearing arguments Shri B. D. Tiwari on behalf of the Union made an endorsement on the order sheet that the Union is simply espousing the cause of the workman Shri Mukut Singh Pal and not the case of Shri Gayasuddin.

8. The management has produced Railway Board's letter dt. 27-2-78 and letter dt. 3-1-81. The first letter shows that there would be a ban on intake of fresh casual labour on open line by the inspectors except in emergencies like accident, floods etc. It further says that as far as possible casual labour whose work is coming to an end in one unit should be diverted against requirements of new EIR sanctions in adjacent units. However, where a situation arises where none of the serving casual labour is willing to go for a new job for which EIR is sanctioned, fresh recruitment may be done only on the personal orders of the Divisional Suptd. By the later letter it was directed that such fresh recruitment would be only under the prior approval of the General Manager. In the present case it is the case of the Union that Mukut Singh Pal came to be appointed as cleaner in the Locomotorman Northern Railway on 1-7-79 i.e. after the first letter of the Railway Board referred to above. So unless it is shown that Sh. Mukut Singh Pal was appointed with the approval of the Divisional Suptd., his appointment would be illegal and it cannot confer any right whatsoever on him. Shri B. D. Tiwari, on behalf of Shri Pal has argued that even if his appointment is found against the specific directions issued by Railway Board he cannot be allowed to suffer. The Railway Administration should better proceed against the erring officers who committed the mischief by violating the orders of the Railway Board. I do not agree with this view in view of the law laid down by the Full Bench of Hon'ble High Court of Patna in the case of Recta Mishra and others Vs. The Director, Primary Education Bihar and other, 1988 Lab. IC 907(SC). In the said case, Their Lordships enunciated the following 4 principles of law—

1. Where the letter of appointment is a forged one and the appointee is either a party or a privi thereto, no specific right to salary accrues;
2. Where the letter of appointment is forged and the appointee is neither a party nor privi to the same even then no substantive right to statutory salary arises;
3. Where the letter of appointment has been obtained fraudulently or for dubious consideration no substantive right to salary would arise; and the
4. Where the letter of appointment is generally violative of the prescribed authority procedure for selection and appointment to the post, the same would be illegal and there being no valid appointment, no substantive right to salary would arise;

Hence, in the instant case, the appointment having been against the expressed directions of the Railway Board, no right whatsoever would accrue to the workman in question.

9. Now coming to the merits of the case I may state that the workman has deposed that he joined the service of the Railway for the first time on 1-8-79 and remained in service till 4-10-81 with breaks. According to him he had delivered his application for service to the Time Keeper. Thereafter, he was produced before A.M.E. whose name he does not know who kept him in service. The name of the time keeper is Sh. Ram Nath Singh but he cannot say whether he is still in service or not.

10. In his cross examination he has admitted that he was never issued any appointment letter. He has also admitted that he does not possess any casual labour card. Then he has deposed that alongwith him several other persons like him were discharged from service.

11. Sh. Pal has filed 22 photostat copies of pay slips. He has however, admitted that these pay slips do not bears the signatures of any officials. He has denied that these pay slips are false. He has also filed one original pass and the photostat copy of another pass. These passes according to him were not deposited by him with the railway authorities under rules. According to him these passes are also not false.

12. As against the above evidence on behalf of the Union some important facts have been stated by the management witness in his affidavit. He has corroborated the case set up by the management that Shri Pal was never engaged as cleaner in Locomotorman Northern Railway Lucknow. According to him with the connivance of some office staff despite the ban imposed by Railway Board on fresh recruitment of casual labour, he got his name enrolled. He received wages from the public exchequer. He was never appointed by the competent authority. About the pay slips filed by the Union he has stated that they are not the actual pay slips. They are forged as they are not the actual pay slips. They are forged as they are not signed by any official of the railway. Thus in his affidavit he has corroborated the case set up by the management in para 2 of the written statement as to how 2000 extra persons were found to be on rolls besides the sanctioned strength of 1500 of the railway staff.

13. According to him as per records Sh. Pal had worked only for 31 days in 1980. He had never worked during the periods mentioned in the claim statement.

14. In his cross examination management witness has deposed that the management are not in possession of any register in which the name of Shri Pal finds mention. He reasserts that Sh. Pal was never recruited as cleaner in the Locomotorman Northern Railway Lucknow. He has also said that the paid voucher concerning Sh. Pal are not available. According to him he learnt about 31 days working of Sh. Pal from the computerised list available in the office of D.R.M. He has also said that there is no practice to issue identity slips in respect of casual labour. Lastly he has said that no casual labour card was ever issued to Sh. Pal and other persons like him.

15. Thus on a careful scrutiny of the evidence I find that the Union has failed to prove the case on behalf of Sh. Pal. The preponderance of evidence is in favour of the management, and not much reliance can be placed on the unsigned pay slips. Non issue of casual labour cards etc. gives a further jolt to the case set up by the Union on his behalf.

16. There is no satisfactory evidence even to show that he had worked for 240 days or more during the period of 12 months preceding the date of his termination from service.

17. Hence, it is held that the action of the Senior D.M.E. Northern Railway Lucknow in terminating the services of S/Shri Gayasuddin and Mukut Singh Pal w.e.f. 4-10-81 cannot be said as illegal or unjustified. They are therefore, entitled to no relief. The reference is answered accordingly.

ARJUN DEV, Presiding Officer  
[No 1-4101/17/87-D, II(E)]  
HARI SINGH, Desk Officer

नई दिल्ली, 29 मई, 1989

सा. घा. 1396.—औद्योगिक विवाद अधिनियम, 1917 (1917 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैमर्स भारत कोकिंग कोल लिमिटेड की ओर (साउथ) कोलियरी के प्रवर्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (स. 1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-1989 को प्राप्त हुआ था।

New Delhi, the 29th May, 1989

S.O. 1396.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Bhowra (South) Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 23rd May, 1989.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD  
(In the matter of a Reference under section 10(1)(d) of the Industrial Disputes Act, 1947)

Reference No. 111 of 1988

#### PARTIES :

Employers in relation to the management of Bhowra (South) Colliery of M/s. Bharat Coking Coal Ltd., P.O. Bhowra, Dist. Dhanbad.

AND

Their Workmen.

#### APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate

For the Workman—None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 15th May, 1989

#### AWARD

The present reference arises of Order No. L-20012|110|88-D-3(A) dated 2-8-1988 passed by the Coking Coal Limited, P.O. Bhawra, Dist. Dhanbad in the industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the action of the management of Bhowra (South) Colliery of M/s. Bharat Coking Coal Limited, P.O. Bhowra, Dist. Dhanbad in recording the age/date of birth as 1st January, 1928 in the Form—‘B’ Register in respect of Sri Md. Zakir is justified? If not, to what relief the concerned workman is entitled?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer

[No. L-20012|110|88-D.III(A)]IK (Coal-I)

#### PART OF THE AWARD

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO. 1 AT DHANBAD

Reference No. 111|88

Employers in relation to the Management of Bhowra (S) Colliery

AND

Their workmen.

Petition of compromise.

The humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the above dispute has been amicably settled between the parties to the dispute on the following terms :—

#### Terms of Settlement

- That the date of birth of the concerned workman Md. Jaki will be recorded as 12-6-1935 in the Form ‘B’ Register instead of 1-1-1928.
- That the concerned workman will be allowed to resume his duty after withdrawal of the order of superannuation within 15 days from the date of this settlement as soon as the concerned workman will report for his duty.
- That the period of his illness from 1-1-1988 till the date of his resumption of duty will be treated as leave without wages dies non.
- That the continuity of service of the concerned workman will be maintained for the purpose of payment of gratuity.
- That there will be no further dispute as regards to the age and the present settlement is final.

2. That in view of the above settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the Workman

For the Employers

1. Bihar Mines Lal Jhanda  
Mazdoor Union, Bhowra Br.
2. Md. Zakir,

Witnesses :

1. Agent.

Bhowra (S) Colliery.

2. P.M.

Bhowra Area.

1.

2.

का शा 1397 --औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैगसे भारत कोकिंग कोल लिमिटेड की कुसुन्दा क्षेत्र के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (स.-1) धनबाद के पचाट को प्रकाशित करने के लिए केन्द्रीय सरकार को 23-5-1989 को प्राप्त हुआ था।

S.O. 1397.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Kusunda Area of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 23-5-1989.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

(In the matter of a Reference under section 10(1)(d) of the Industrial Disputes Act, 1947).

Reference No. 112 of 1988

PARTIES :

Employers in relation to the management of Kusunda Area of M/s. Bharat Coking Coal Ltd.

AND

Their Workman.

APPEARANCES :

For the Employers—Sri Joshi, Advocate.

For the Workman—Sri P. C. Bhattacharjee, Concerned workman.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 16th May, 1989

## AWARD

The present reference arises out of Order No. L-20012/38/88-D-3(A) dated 2-8-88 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The sub-

ject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the action of the management of Kusunda Area of M/s. Bharat Coking Coal Limited refusing to grant advance increment to Sri P. C. Bhattacharjee Overman of Basseria Colliery for acquiring diploma in Mining and Surveying in the year 1978, is justified ? If not to what relief is the workman entitled ?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

[No. L-20012/38/88-D.III(A)/IR (coal-D)]

S. K. MITRA, Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO. I, AT DHANBAD

Reference No. 112/88.

Employers in relation to the management of Kusunda area.

AND

Their workmen

Petition of compromise

The Humble petition on behalf of the parties to the above reference most respectfully sheweth :—

1. That the above dispute has been amicably settled between the parties on the following terms :—

Terms of settlement

(a) That Sri P.C. Bhattacharjee, the concerned Overman will be given one extra increment on his present scale of pay effective from 01-6-1987.

(b) That the payment of extra wages accruing on account of re-fixation of his basic from 01-6-1987 adding one extra increment to the basic on 21-5-87, will be paid to him within 30 days from the date of this settlement.

(c) That Sri P.C. Bhattacharjee will have no further claim in this regard and the dispute is finally received.

2. That in view of the above settlement, there remains nothing to be adjudicated.

Under the facts and circumstances stated above, the Hon'ble Tribunal will be graciously pleased to accept the settlement as fair and proper and be pleased to pass the Award in terms of the settlement.

For the workmen

- 1.
2. Purna Ch. Bhattacharjee.

For the Employer

1. Sd/- illegible
2. Sd/- Illegible.

Witness

1. Sd. Illegible.
- 2.

नई दिल्ली, 31 मई, 1989

क्र. आ. 1398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, यहाँ से भारत कोफिंग कोल लिमिटेड की सोविल्वपुरी कोलियरी के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-1989 को प्राप्त हुआ था।

New Delhi, the 31st May, 1989

S.O. 1398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Govindpur Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 23-5-1989.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 149 of 1987

In the matter of an Industrial dispute under Section 10(1)(d) of the I.D. Act, 1947

#### PARTIES :

Employers in relation to the management of Govindpur Colliery of Messrs. Bharat Coking Coal Limited and their workmen.

#### APPEARANCES :

On behalf of the workmen.—Shri Ariun Singh, Secretary, Koyla Ispat Mazdoor Panchayet Union.

On behalf of the employers.—Shri S. P. Singh, Personnel Manager.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 16th May, 1989

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred

the following dispute to this Tribunal for adjudication vide their Order No. L-20012(323)86-D. III(A), dated, the 20th March, 1987.

#### SCHEDULE

"Whether the action of the management of Govindpur Colliery of M/s. Bharat Coking Coal Limited in reverting Shri Suresh Prasad, Ambulance Driver to his original post is justified? If not, to what relief the workman is entitled?"

The case of the workmen is that the concerned workman Shri Suresh Prasad was working as Ambulance Khalasi at Govindpur Colliery Hospital of M/s. BCCI, from February, 1984 to 2-2-86. He was deployed as Ambulance Driver with effect from 3-2-86 vide letter dated 3-2-86. He worked as Ambulance Driver from 3-2-86 to 6-7-86. On 7-7-86 he was reverted back to the post of Ambulance Khalasi by order of the Superintendent of the Colliery vide letter dated 16/20-6-86. He was promoted to the post of Ambulance Driver on permanent vacancy caused by the death of Ambulance Driver Shri Hiralal Das. He was not given any notice as required under Section 9A of the I.D. Act prior to his reversion from the post of Ambulance Driver to the post of Ambulance Khalasi. There was no complaint regarding the working of the concerned workman as Ambulance Driver during the period of his work as Ambulance Driver. After the reversion, the concerned workman represented to the management to undo the injustice done to him but the management did not accede to his request. Thereafter the Koyla Ispat Mazdoor Panchayet, of which the concerned workman is a member, raised an industrial dispute before the ALC(C), Dhanbad. The ALC(C) took up conciliation proceeding of the dispute but the conciliation ended in failure. On receipt of the failure report from the ALC(C), Dhanbad, the Government of India, Ministry of Labour referred the present dispute to this Tribunal for adjudication. The management have acted in contravention of the letter and spirit of clause 3(c) of the Model Standing Order in reverting the concerned workman from the post of Ambulance Driver to the post of Ambulance Khalasi. On the above facts it is prayed that the concerned workman be re-posted on the job of Ambulance Driver from the date of reversion to the post of Ambulance Khalasi and that he should be paid the difference of wages for the intervening period.

The case of the management is that the concerned workman was initially employed as Ward boy in Govindpur Colliery hospital. Subsequently he was engaged to work as Khalasi on the Ambulance attached to the dispensary of Govindpur Colliery. In early 1986 the post of Driver of Ambulance fell vacant due to the death of Hiralal Das and the concerned workman was temporarily authorised to work as an Ambulance Driver with immediate effect in place of late Hiralal Das. The said arrangement was purely an interim arrangement. A letter dated 14-11-86 was issued to the concerned workman authorising him to work as Ambulance Driver. It was clearly mentioned in the said letter that the concerned workman will be on trial for a period of 6 months and the question



of regularisation as an Ambulance Driver shall be considered subject to his satisfactory performance of the job of Ambulance Driver. It was also stipulated in the said letter that it was only an acting arrangement and that the concerned workman will be paid difference of wages. No regular selection of the concerned workman for the post of Ambulance Driver was made nor he was ever informed that he shall be made a permanent driver. The purely temporary arrangement did not confer on the concerned workman any right to claim the post of Ambulance Driver on a regular basis.

The case of the concerned workman was reviewed in June, 1985 and it was found that his performance as Ambulance Driver was not satisfactory and as such he was put back on his previous job and an office order dated 16/20-6-86 was issued by the management in that connection and the said order was given effect. It is normal practice in the colliery to make such acting arrangement for short period and to pay acting allowance or difference of wages to the worker required to perform duty of a higher post. No exception can be taken to the action taken by the management in putting the concerned workman back to his original post keeping in view the facts and circumstances of the case. The action of the management cannot be characterised as reversion of the concerned workman as he was never permanently employed as Ambulance Driver after selection and completion of the usual formalities. The concerned workman was never selected on regular basis for the post of Ambulance Driver. It is a matter of settled law that promotion of a workman is a sole management's function and no workman can claim it as a matter of right. The action of the management as taken against the concerned workman is fully justified and the concerned workman is not entitled to any relief.

The points for consideration in this case are (1) whether the management was justified in reverting the concerned workman from the post of Ambulance Driver to his original post of Ambulance Khalasi, (2) whether any notice was required to be given under Section 9A of the I.D. Act to the concerned workman before his reversion as Ambulance Khalasi and (3) whether the concerned workman is entitled to the difference of wages for the period he worked as Ambulance Driver.

The workmen examined two witnesses and the management examined one witness to prove their respective case. The documents of the workmen are marked Ext. W-1 to W-4. The management did not exhibit any document.

#### Point No. 1

Some of the relevant facts in the case are admitted. It is admitted that while the concerned workman was working as Ambulance Driver in Govindpur Colliery hospital, he was authorised to work as Ambulance Driver with immediate effect in place of late Hiralal Das vide Ext. W-1 dated 14-1-86/3-2-86. It is also admitted that the concerned workman started working. It is admitted that while the concerned workman was as Ambulance Driver was withdrawn vide office order Ext. W2 dated 16/20-6-86 when he had not even completed 6 months of his work as Ambulance Driver. 1472 GI/89-9.

Ext. W-1 clearly stated that the concerned workman was authorised to work as Ambulance Driver with immediate effect (3-2-86) in place of late Hiralal Das and that he was put on trial for a period of 6 months and after the said period his regularisation as Ambulance Driver was to be considered subject to his satisfactory performance. He was further allowed difference of wages of Cat. IV. It is clear from Ext. W-1 that the concerned workman had not actually been promoted from the post of Ambulance Khalasi to the post of Ambulance Driver and that he was only authorised to work as Ambulance Driver in place of late Hiralal Das and he was put on trial for a period of 6 months and thereafter his regularisation as Ambulance Driver was to be considered if his performance as Ambulance Driver was satisfactory. Thus it is clear that Ext. W-1 is a mere authorisation given to the concerned workman to work as Ambulance Driver for a short period and he was put on trial for that purpose for 6 months. Ext. W-1 further makes it clear that the question of his regularisation was to be considered only if his performance was satisfactory after a period of 6 months. WW-1 Suresh Prasad is the concerned workman. He has himself stated that the management had authorised him to work as a Driver in place of deceased Hiralal Das. He has proved the letter of authorisation Ext. W-1. He has stated that he worked as Driver from 14-1-86 to 20-6-86 and thereafter he was again placed as a Khalasi vide letter Ext. W-2 dated 16/20-6-86. MW-1 Shri K. P. Singh was a Colliery Manager of Govindpur Colliery. He has stated that the concerned workman was temporarily allowed to work as Driver of an Ambulance for 6 months and that the concerned workman worked as Ambulance Driver for sometime. He has further stated that there was a complaint against the concerned workman of rash driving and thereafter the order authorising him to work as an Ambulance Driver was withdrawn with immediate effect. In cross-examination he has stated that the concerned workman was put on trial for a period of 6 months and thereafter he was to be considered for the post of Ambulance Driver. He has stated that he had received oral complaint against the concerned workman regarding his unsatisfactory driving. WW-2 was working as Ambulance Driver in Govindpur Hospital of BCCL. He has stated that the concerned workman who was designated as Ambulance Khalasi had been given work of Ambulance Driver. According to him the concerned workman had driven the Ambulance satisfactorily. In cross-examination he has stated that he did not accompany the concerned workman at the time of driving the Ambulance and as such it was not possible for WW-2 to say that the concerned workman was always driving the vehicle satisfactorily. He was unable to say if the concerned workman had been promoted as Ambulance Driver. It is apparent from Ext. W-1 and the evidence of WW-1 and MW-1 that the concerned workman had been authorised to work temporarily as Ambulance Driver on trial after the death of Hiralal Das. There is nothing to show that the concerned workman was promoted from the post of Ambulance Khalasi to the post of Ambulance Driver and that he was put on probation against permanent post. It is apparent that the formalities required for promotion from Ambulance Khalasi to Ambulance Driver had not been complied with in the case of the concerned workman and that he was simply put

on trial. It cannot therefore be said that the concerned workman had been promoted as an Ambulance Driver in the regular vacancy of Hiralal Das. In view of the facts evidence and circumstances discussed above I hold that the management was justified in reverting the concerned workmen from the post of Ambulance Driver to the post of Ambulance Khalasi.

#### Point No. 2

From the discussions made above it will appear that the concerned workman had only been authorised to work as Ambulance Driver for a short period and was put on trial and it was not a case of promotion of the concerned workman to the post of Ambulance Driver from his substantive post of Ambulance Khalasi. It was for the management to decide whether the performance of the concerned workman as Ambulance Driver was satisfactory and MW-1 who was the colliery Manager of Govindpur colliery has stated that he had received complaints of unsatisfactory work the concerned workman and as such he did not find him suitable for being retained as Ambulance Driver. The concerned workman was just on trial and when the management did not find his work to be satisfactory, the management was quite competent to place him at his original job of Ambulance Khalasi. The authorisation given to the concerned workman to work as Ambulance Driver did not vest any right in him to be made permanent as Ambulance Driver. The management just withdrew the authorisation vide Ext. W-2 and asked the concerned workman to work in the substantive post of Ambulance Khalasi. Thus there was no change in the service condition of the concerned workman when the management had withdrawn the authorisation of the concerned workman to work as Ambulance Driver and as such there was no necessity of issuing any notice to the concerned workman under Section 9(A) of the I. D. Act.

#### Point No. 3

WW-1 has stated in his evidence that his demand is also for payment of difference of wages for the period he had worked as a Driver. According to his evidence he worked as a Driver from 14-1-86 to 20-6-86. MW-1 who is the colliery Manager has stated that the concerned workman was given the difference of wages when he was working as a Driver of the Ambulance. Although the concerned workman is now claiming difference of wages for the period he had worked as Ambulance Driver there is no such claim in the written statement filed on behalf of the workmen nor there is any prayer in the W.S. that the concerned workman is entitled to the difference of wages for the period he had worked as Ambulance Driver. The controversy has been raised only during the evidence in the case. As the workmen had not claimed any difference of wages for the period the concerned workman had worked as Ambulance Driver, I think that the claim of the concerned workman is not justified. Had the concerned workman been not paid the difference of wages for the period he had worked as Ambulance Driver the workmen must have made the said claim in their W.S. For the reasons stated above I held that the claim for payment of difference of wages to the concerned workman for the period he had worked as Ambulance Driver is not justified and accordingly the concerned workman is

not entitled to the same.

In the result, I hold that the action of the management of Govindpur Colliery of M/s. B.C.C.L. in reverting the concerned workman Shri Suresh Prasad from the post of Ambulance Driver to his original post is justified and consequently he is entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer

[No. L-20012/323/86/D. III(A)/IR(Coal-I)]

का. आ 1399.—औद्योगिक विवाद अधिनियम, 1947 (1974 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भारत कोकिंग कोललिमिटेड की बरारी कोक प्लांट के प्रबंधन के सबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (स. 2) धनवाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-1989 को प्राप्त हुआ था।

S.O. 1399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bararee Coke Plant of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 22nd May, 1989.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 15 of 1988

In the matter of an Industrial dispute under Section 10(1)(d) of the I.D. Act, 1947.

#### PARTIES :

Employers in relation to the management of Bararee Coke Plant of Messrs. Bharat Coking Coal Limited and their workmen.

#### APPEARANCES :

On behalf of the workmen—Shri S. Dasgupta, Working President, R.C.M.S.

On behalf of the employers—Shri R. S. Murthy, Advocate.

Dated, Dhanbad, 12th May, 1989

STATE : Bihar.

INDUSTRY : Coal.

#### AWARD

The Government of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 had referred the following dispute to the then Central Govt. Industrial Tribunal No. 3, Dhanbad. Subsequently vide Ministry's Order No. S-11025/7/D-IV(B), dated, 31-12-1987 the said reference was transferred to this Tribunal.

## SCHEDULE

1. "Whether the action of the management of Bararee Coke Plant of Messrs. Bharat Coking Coal Limited, Dhanbad in promoting Shri Ramagya Singh, Munshi from Grade-III to Grade II overlooking seniors Sarvashri Rampati Thakur and Meghan Bhuiya is justified in terms of Cadre scheme of the Management? If not, to what relief are S/Shri Rampati Thakur and Meghan Bhuiya, Murshi/Checker entitled ?
2. "Whether the demand of Sarvashri Ram Shankar Shukla B.M. Mukherjee, Ram Lakhan Singh and R. P. Singh for special increment in lieu of adjustment into uniform earned leave pattern to the staff of Bararee Coke Plant of Messrs. Bharat Coking Coal Limited is justified? If so, to what relief are they entitled ?

Soon after the receipt of the reference from the then Central Govt. Industrial Tribunal No. 3, Dhanbad the same was registered as Ref. No. 15 of 1988. Thereafter the case was fixed for hearing after due notice to the parties. Subsequently both the parties appeared before me and filed a Joint Compromise Petition under their signature I read both the parties on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the Joint Compromise petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer  
[No. L-20012/294/83-D.II(A)/IR (Coal-I)]

## ANNEXURE

## BEFORE THE CENTRAL GOVT INDUSTRIAL TRIBUNAL NO. 2 DHANBAD.

In the matter of Ref. No. 15 of 1988  
PARTIES :

Employers in relation to the management of Bararee Coke Plant of Messrs. Bharat Coking Coal Limited, P.O. Kusunda Distt. Dhanbad.

AND

Their workmen represented by Bararee Coke Plant Workers Union, P.O. Kusunda Distt. Dhanbad.

## JOINT COMPROMISE PETITION OF EMPLOYERS AND WORKMEN

The above mentioned employers and the Workmen represented by Bararee Coke Plant Worker's Union most respectfully beg to submit jointly as follows:—

- (1) That the Employers and the Workmen have jointly negotiated the two issues covered by the aforesaid reference with a view to arriving at a mutually acceptable and amicable settlement.
- (2) That as a result of such mutual negotiations, the employers and the workmen have

agreed to settle both the issues covered by the above reference on the following terms and conditions on an overall basis :—

## Issue No. 1

- (a) It is agreed that S/Shri Rampati Thakur and Maghu Bhuia will be notionally placed in Clerical Grade II with effect from 18th August 1979 i.e. the same date from which Sri Ramagya Singh was promoted to clerical Grade II but that the financial benefit as a result of such placement will be given to S/Shri Rampati Thakur and Meghu Bhuia with effect from 1-1-1987 only.
- (b) It is further agreed that S/Shri Rampati Thakur and Meghu Bhuia will also be considered for promotion from Clerical Grade II to Clerical Grade I by the Management based on satisfactory performance in service from the same date from which Sri Ramagya Singh was promoted to Clerical Grade I and accordingly their interse seniority will be maintained from the said date i.e. from the date of promotion to Clerical Grade I of Sri Ramagya Singh.

## Issue No. 2

- (a) It is agreed that in regard to the case of S/Sri Ram Shankar Shukla, B. N. Mukherjee Ram Lakhan Singh and R. P. Singh for Special increment in lieu of adjustment into uniform earned leave pattern, since a similar case is pending before the Ranchi Bench of the Hon'ble Patna High Court as a result of writ petition filed by Sri B.D. Deoghria and seven others, the same principle as may be decided by the Hon'ble High Court in the said case will be made applicable by the Management to S/Sri Shankar Shukla, B. N. Mukherjee, Ram Lakhan Singh and R. P. Singh. Provided that if the judgment of the Hon'ble High Court in the said case is in favour of the Management, the workmen concerned/sponsoring union will be deemed to have dropped this issue and the matter will stand disposed of accordingly.
- (3) It is agreed that this is an overall settlement in full and final settlement of all the claim arising out of the present reference of the workmen concerned and the sponsoring union.
- (4) That the employers and the workmen sponsoring union consider the above terms and conditions of this settlement as fair, just and reasonable to both the parties.

In view of the above, Employers and the workmen jointly that the Hon'ble Tribunal may please to accept this joint compromise petition and dispose of

the above reference accordingly, by giving an award in terms thereof.

S. Das Gupta,

General Secretary,  
Bararee Coke Plant  
Worker's Union.

Sd/- Illegible

Dated 17-4-1989

Witness :

- 1.
- 2.

Superintendent

Bararee Coke Works  
Bharat Coking Coal Ltd.

for & on behalf of BCCL  
(Employers)

Sd/-

Personnel Manager,

Secretary,  
Bararee Coke Plant  
Worker's Union.

Pootkee Belihari Area,  
Bharat Coking Coal Ltd.  
for & on behalf of BCCL  
(Employers).

(RAL S. MURTHY)

Advocate

For employers.

का. आ. 1400.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैसर्स इण्डियन चायन एण्ड स्टील कम्पनी लिमिटेड की चसनल्ला कोलियरी के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिनियम, सं. 12), अनुवाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-1989 को प्राप्त हुआ था।

S.O. 1400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Chasnalla Colliery of M/s. Indian Iron & Steel Co. Ltd. and their workmen, which was received by the Central Government on the 23-5-1989.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT  
DHANBAD

Reference No. 266 of 1986

In the matter of an Industrial Dispute under  
Section 10(1)(d) of the I.D. Act, 1947

#### PARTIES :

Employers in relation to the management of  
Chasnalla Colliery of M/s. Indian Iron  
and Steel Company Limited and their work-  
men.

#### APPEARANCES :

On behalf of the workman.—Shri B. N. Sharma,  
Joint General Secretary, Janta Mazdoor  
Sangh.

On behalf of the employers.—Shri R. Paul,  
Asstt. Manager (Personnel).

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 18th May, 1989

#### AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(132)86-D.III(A), dated, the 29th July, 1986.

#### SCHEDULE

"Whether the demand of Janta Mazdoor Sangh that the management of Chasnalla Colliery of M/s. Indian Iron and Steel Co. Ltd. should regularise as Watchmen their workmen, whose names are given below, with payment of appropriate wages to them as Watchmen under the National Coal Wage Agreement III is justified? If so, to what relief are these workmen entitled?"

1. Shri Kanta Lal Yadav.
2. Shri Wazid Ali.
3. Shri Babu Lal Tamaang.
4. Shri Gupteshwar Singh.
5. Shri Nazir Ahson.
6. Shri Bom Bahadur.
7. Shri Karmoo Kumhar.
8. Shri Sheo Dani Rajwar.
9. Shri Prasad Ram.
10. Shri Narsing Yadav and
11. Shri Ambuj Mondal.

The case of the workmen is that the concerned 11 workmen have been working in M/s. Indian Iron and Steel Co. Ltd., Chasnalla Colliery for a long time in Cat. I. Although they were placed in Cat. I they were actually performing the duty of watchmen in the security department from the very beginning of their employment and since then they are continuously working as Watchmen. During the Chasnalla disaster in 1975 about 375 workmen died and the management gave employment to the dependents of the deceased employees. The concerned 11 workmen are dependents of the deceased employees who had died in Chasnalla disaster of M/s. IISCO. Although the concerned workman are working for more than 11 years as Watchmen but they are being paid the wages of Cat. I Mazdoor and are not paid the wages of watchmen as fixed under NCWA. The management is acting in gross violation of the principle of wage fixation. The principle of admitted wage fixation is that there should be equal pay for equal work but presently other workmen who are working as Watchmen in the security department are

being paid the wages of Watchmen whereas the concerned workmen are not being paid the wages of watchmen and they are also being deprived of other benefits. The concerned workmen are entitled to receive the benefits of watchmen but the management arbitrarily and unreasonably have paid them wages of Cat. 1 Mazdoor and is not paid the wages of Watchmen which is their actual job performance. The concerned workmen had not ever requested the management to employ them as watchmen but it was the management's own initiative that they had employed the concerned workmen to work as Watchmen. The action of the management in not designating them as Watchmen and not paying the proper wages of Watchmen is unjustified. It has become a condition of service of the concerned workmen by virtue of the fact that they have been performing the job of watchmen in the security department for over 11 years and as such they are entitled to receive all the privileges of Watchman. The concerned workmen had submitted a joint representation addressed to the ADM(C) of M/s. Indian Iron and Steel Co. Ltd., Chasnalla by letter dated 13-8-1985. The union of the concerned workmen raised an industrial dispute with the management vide letter dated 13-5-1985 but the management did not concede to the demand of the workmen. The union of the workmen thereafter raised an industrial dispute before the ALC(C), Dhanbad who started conciliation proceeding. The conciliation proceeding failed and thereafter on receipt of the failure report, the present reference was made to this Tribunal for adjudication by the Govt. of India. On the above facts it is submitted that the concerned workmen should be re-designated as Watchmen and should be paid the wages of Watchmen as provided in NCWAs with retrospective effect from the date of their appointment.

The case of the management is that in course of extension of foot walls, hang walls and ventilation connection of Ist. Horizon in Horizon mining of Chasnalla colliery, a major disaster causing death of 375 persons occurred on 27-12-75 resulting in flooding in the mine. The Horizon mining of Chasnalla colliery was closed from the said date rendering about 1600 workers surplus to the requirement of the management. In order to alleviate the miseries of the families of the 375 employees who died in the accident, the management provided employment to the dependent of the deceased employees causing further surplus workmen in the establishment of the management. The management did not retrench surplus workmen and is maintaining them on its roll paying them wages and other benefits causing huge loss to the management. The concerned 11 workmen belonged to the group of surplus workmen and are Cat. 1 mazdoor. They were placed in the security department who engaged them as general mazdoor or watchman according to the requirement on alternate jobs. The concerned workmen do not possess necessary training and experience and as such they are not fit to be employed as Watchmen of the security department. Ex-serviceman, ex-policemen, Homeguards etc are more suitable and are generally recruited for being employed as watchmen of the security department of the management. The concerned workmen in fact worked as helper to watchmen/security man. They are not employed regularly and on many occasions they remained idle or deployed on cleaning or sweeping jobs in the security department. The concerned workmen will be reverted to their original jobs in the mine as soon as the jobs will be available on the mining side. The demand for regularisation of the concerned workmen as watchmen is without any merit. The sponsoring union, namely, Janta Mazdoor Sangh is a stranger union and has no following in Chasnalla Colliery. The other union working in the colliery had requested the management not to retrench the surplus workmen and to utilise them in some way or other so that they may

not be unemployed. On the above facts it is submitted on behalf of the management that the concerned workmen are not entitled any relief.

The point to be considered is whether the concerned workmen should be regularised as watchmen with payment of appropriate wages as watchmen under NCWA-III.

The workmen examined two witnesses and the management examined one witness in support of their respective case. On behalf of the workman Exl. W-1 to W-5 series have been marked as exhibit. No document has been exhibited on behalf of the management.

The case of the concerned workmen has not been clearly stated in the W.S. of the parties and some confusion has been created due to the mixing of the case of workmen who were provided alternate job after the Chasnalla disaster and those workmen who were appointed as dependents of the deceased workmen who had died in the Chasnalla disaster. The present case is in respect of the workmen who were appointed as dependents of the deceased workmen who had met their watery grave in Chasnalla Colliery. MW-1 Shri G. N. Verma who is working as Sr. Administrative Officer Incharge of security department in Chasnalla colliery of IISCO has stated that in 1975 there was a mining disaster in Chasnalla colliery in which 375 workmen lost, their lives and due to the said disaster the mining operation of the said shaft mine was closed. He has stated that the dependent of the 375 deceased workmen were given employment by the management and concerned 11 workmen were appointed as dependents of some of the deceased workmen. He has further stated that the concerned workmen were placed in the security department. He has stated that the concerned workmen were not doing their job independently. In cross-examination he has stated that 2 or 3 years after the Chasnalla disaster of 1975 the concerned 11 workmen were placed in the security department. It is thus clear from the evidence of MW-1 himself that the concerned 11 workmen were not in employment of Chasnalla colliery prior to the Chasnalla disaster and that they were given employment as dependents of the workmen who had died in the Chasnalla disaster of 1975. MW-1 further stated that the concerned workmen were placed in the security department from the very beginning of their employment. It cannot therefore be said that the concerned workmen had been employed in other job prior to Chasnalla disaster and that they were given alternative jobs in the security department as watchmen as they had become surplus to the requirement of the management. The appointment of the concerned workmen was a fresh appointment in Chasnalla colliery as Mazdoor in Cat. I.

The case of the workmen is that after their appointment as Cat. 1 Mazdoor they were deputed to work as Watchmen in the security department of the management from the very beginning of their employment and that they were regularly engaged to work as Watchmen. According to the management the concerned workmen who were Cat. 1 Mazdoor were placed in the security department but they were not permanently engaged as Watchmen. According to the management the concerned workmen were sometimes engaged as watchmen and they were also engaged to do other jobs of clearing and sweeping etc. MW-1 who is Sr. Administrative Officer Incharge of the security department of Chasnalla colliery has stated that the concerned 11 workmen were placed in the security department and that they had no training, experience and qualification for security job. He has stated that the security department is manned by the ex-servicemen, ex-policemen and homeguards. He has also stated that the concerned workmen were not doing their job independently. In cross-examination MW-1 has stated that there is no paper to show that the concerned workmen were not given work to do independently. He has also stated that there was no complaint against the concerned workmen in the security department. According to him the watchmen working in the security department are posted at different places and a duty chart is prepared. WW-1 Kantil Yadav and WW-2 Md. Waheed Ali are two concerned workmen who have stated that all the concerned workmen are working as Security guard since 1976. WW-1 has stated the concerned workmen are continuously working as Watchmen and their attendance is maintained in respect of the security guards/watchmen. He has stated that the watchmen are deputed at the different posts and the concerned workmen are responsible in their respective

post for the security of all the materials and they are held responsible if any theft is committed during their duty hours. He has stated that there is no such rule and that only servicemen will be taken as watchmen in the colliery. He has stated that the management had not issued any letter to the concerned workmen that they were being appointed as Cat. I Mazdoor or that they will be taken the work of watchmen. He has denied that the concerned workmen were working in any other job of the management prior to their appointment as watchmen. He has also stated that all the concerned workmen who were appointed as Watchmen were dependents of the deceased workmen who had died in Chasnalla disaster. He has stated that some of the posts are manned by one watchmen and some of the posts are manned by two watchmen. WW-2 has also deposed to the same effect. He has denied that the concerned workmen were engaged as helper to the watchmen and that they used to do sweeping job. He has stated that since the time of their appointment they started working as watchmen. He has stated that at some of the duty points there are two watchmen and at some point there is only one watchman. The evidence of the workmen show that the concerned workmen were working as Watchmen and that they were not engaged to do any other job. The management has not produced any document to show that the concerned workmen were employed in cleaning or Sweeping job. Ext. W-5 to W-5/2 are duty registers of security department relating to watchmen in which we find that the concerned workmen were placed on different posts to work as watchmen. Had the concerned workmen been working on cleaning and sweeping job the management must have produced some orders to show as to which of the concerned workmen were asked to do the cleaning job on different dates on the contrary Ext. W-5 series show that the concerned workmen were engaged to work as watchman on different posts. Ext. W-4 and W-4/1 are attendance registers which show the attendance of the concerned workmen. Ext. W-4 is the Attendance Register for the year 1983 and Ext. W-4/1 is the Attendance register of 1985. The attendance of the concerned workmen is shown along with the other watchmen working in the security department. Ext. W-3 is leave and sick register of security department for the year 1985. This register does not show the designation of the workmen taking leave and as such it is not of much importance. The duty registers of security department relating to watchmen Ext. W-5 to W-5/2 show that the concerned workmen had worked as watchman on different posts in the security department. Ext. W-2 is the identity card of Kantilal Yadav one of the concerned workman, showing that he was working in the security department and was designated as Cat. I. Ex. W-1 is medical card of Shri Kantilal Yadav in which the designation of Kantilal Yadav has been shown as Watchman working in the security department. The entries regarding the particulars are signed by Sr. Security Inspector and as such this document shows that the concerned workman Kantilal Yadav was working as watchman. Even MW-1 has admitted that the concerned workmen were working as watchmen but he has stated that they were not permanently taken the job of watchman but were also engaged to do sweeping and cleaning work. As already discussed the management has not produced any document to show that the concerned workmen were being taken the work of Mazdoor in cleaning and sweeping work. It also appears that the management accepts that the concerned workmen were not independently placed to work as watchmen and that they were placed under regular watchmen of the company. The duty registers of security department Ext. W-5 series shows that the concerned workmen were placed sometimes on some posts along with another watchmen and at some posts they were placed independently. Taking all the evidence into consideration it appears that the concerned workmen were working as watchmen in the security department from the date of their employment although they were designated as Cat. I mazdoor. It will also appear that the appointment of the concerned workmen was fresh after Chasnalla disaster in the capacity of dependents of the employees who died in Chasnalla disaster. The concerned workmen were not doing any other job prior to their employment in the security department and as such it cannot be said that the concerned workmen were given alternate job because of the closure of the Chasnalla colliery.

evidence of MW-1 that the work of the concerned workmen was satisfactory and that no complaint was made regarding the work of the concerned workmen. During the period of over 12 years the concerned workmen have gained sufficient experience of working as watchmen in the security department and as they have not been placed to do any other job during this long period over 12 years it appears that the management was in need of the concerned workmen to work as watchmen and therefore they were not placed by the management to do any other job at any other place. It is no doubt stated that the management prefers ex-serviceman, ex-policemen and homeguards to work as watchmen in the security department but the management has produced no document to show that persons other than the ex-servicemen, ex-policemen or homeguards cannot be appointed as watchmen. If the management thinks that the concerned workmen require further training to work as watchman, the management can arrange to give them the necessary training for a short period as the concerned workmen have by now been fully acquainted with the performance of job of watchmen in the security department having worked there for over 12 years. It has been argued that there is no permanent post of watchmen vacant in the security department and as such the concerned workmen cannot be regularised as watchmen. It may be true that there is no permanent vacancy of watchmen in the security department but the management can arrange to create permanent post of watchmen as they have actually required the services of the concerned workmen as watchmen for such a long period. Moreover, the concerned workmen are only claiming regularisation to the post of watchmen as they had continuously worked for over 12 year and their demand on this scope does not appear unreasonable or unjustified. The period of 12 years is long enough for the management to regularise such workmen in the post of watchmen. In view of the above I hold that the demand of the union for regularisation of the concerned workmen as watchmen in the security department of M/s. Ilco. appears to be quite reasonable and justified.

Admittedly, the concerned workmen were appointed as Cat. I Mazdoor and they are getting the wages of Cat. I. I have already held that the concerned workmen are regularly working as watchmen in Chasnalla colliery and as such they had not been paid their proper wages of watchmen. As the other watchmen working in the security department are getting higher wages of watchmen, there is no reason as to why the concerned workmen should not get the scale of wages of watchmen equal to the scale of wages being paid to the other concerned workmen. The concerned workmen and other watchmen are doing the same type of job and as such the concerned workmen also must get the same wages of watchmen which the other workmen are getting in the security department of Ilco.

In the result, I hold that the demand of Janta Mazdoor Sangh that the management of Chasnalla Colliery of M/s. Ilco, should regularise the concerned workmen as watchmen with payment of appropriate wages to them as watchmen under NCWA-III is justified. The management is directed to regularise the concerned workmen as watchmen in the security department and to pay the appropriate wages of watchmen as is being paid to the other watchmen working in the security department with effect from 13-5-85, the date on which the industrial dispute was raised with the management of Ilco. Chasnalla colliery. The management is directed to pay the difference of wages of Watchmen to all the concerned workmen and to regularise them as watchmen within one month from the date of publication of the Award.

This is my Award.

I. N. SINHA, Presiding Officer  
[No. I-20012/13/86-D III(A)/TR(Conf.1)]  
K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 30 मई, 1989

का आ 1101—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रसरण में, केन्द्रीय सरकार में, विरमिवापुर टांम्पोट (1970), विमरा स्टोन माईन क. लि., विरमिवापुर में, कान्फेडर के प्रवर्तन में नम्यद नियोजकों और उनके कर्मचारों के बीच झून्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, कलकत्ता के पंचपट को प्रकाशित करती है. जो केन्द्रीय सरकार को 18-5-89 को प्राप्त ; आ आ ।

The concerned workmen are admittedly working for over 12 years in the security department. It has also come in the

New Delhi, the 30th May, 1988

S.O. 1401.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Birmittapur Transport (1970) Contractor in Bisra Stone Lime Co. Ltd., Birmittapur and their workmen, which was received by the Central Government on the 18-5-1989.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 51 of 1983

#### PARTIES :

Employers in relation to the management of M/s. Birmittapur Transport (1970), Contractor in Bisra Stone Lime Co. Ltd., Birmittapur.

AND

Their workmen

#### APPEARANCES :

On behalf of employer—None.

On behalf of workmen—None.

STATE : Orissa.

INDUSTRY Stone Lime

#### AWARD

By Order No. L-29011(10)83D.III(B) dated 19th September, 1983, the Government of India, Ministry of Labour & Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication :—

“Whether the demand of the workmen (All categories) employed by M/s. Birmittapur Transport (1970) contractors, in the mines of M/s. Bisra Stone Lime Co. Ltd., Birmittapur for enhanced rates of wages and the payment of full back wages @ 50 per cent of the wages earned when no alternative work is provided to the workers is justified? If so, to what relief the workmen are entitled and from what date?”

2. When the case is called-out today, none appears from either side inspite of the service of the registered notices upon them. It appears from the record that this Tribunal by its order dated 16-3-1989 gave the direction that the matter will be taken-up on 2nd May, 1989 in the absence of the parties or pass an order if they fail to appear. In view of what has been stated above, I find that the parties are not interested to proceed with the reference and in such a case I have no other alternative but to pass the “No Dispute Award”. Accordingly the “No Dispute Award” is passed.

This is my Award.

Dated Calcutta,

The 2nd May, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer

(No. 29011/10/83-D.III(B))

का. आ. 1402—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार द्वारा उचित मजदूरी, मजदूरों के प्रवर्धन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास को प्रेषित किया गया है, जो केन्द्रीय सरकार को 18-5-89 को प्राप्त हुआ था।

S.O. 1042.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Madras Dock Labour Board, Madras and their workmen, which was received by the Central Government on the 18-5-89.

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU MADRAS.

Thursday, the 23rd day of March, 1989.

INDUSTRIAL DISPUTE No. 4/89.

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Madras Dock Labour Board, Madras).

#### BETWEEN

The workmen represented by  
The General Secretary,  
The Madras Harbour Workers Union,  
204, Prakasam Salai, Broadway,  
Madras-600 001.

AND

The Deputy Chairman,  
Madras Dock Labour Board,  
ENDIB Buildings,  
Rajani Salai, Madras-600 001.

#### REFERENCE :

Order No. L-33012/4/88-D.III(B), dated the 29th December 1988 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal upon perusing the reference and other connected papers on record and both parties being absent, this Tribunal passed the following.

#### AWARD

This dispute between the workmen and the Management of Madras Dock Labour Board, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its order No. L-33012/4/88-D.III(B) dated 29-12-88 of the Ministry of Labour for adjudication of the following issue :

“Whether the Madras Dock Labour Board, Madras is justified in imposing the punishment of one increment cut with cumulative effect on Shri S. Ranganathan, Sergeant, if not, what relief the said workman is entitled to?”



2. Parties were served with summons. Petitioner-Union was represented by counsel.

3. Inspite of several adjournments, the Petitioner-Union has not filed its claim statement.

4. Today when the dispute was called, Petitioner-Union was absent. No representation was made on its behalf. No claim statement was also filed.

5. Hence Industrial Dispute is dismissed for default. Dated, this 23rd day of March, 1989.

K. NATARAJAN, Presiding Officer  
[No. L-33012/4/88-D.III(B)]

नई दिल्ली, 31 मई, 1989

का. प्रा. 1403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैगर्स छट्टराम दर्शनराम, भाईका मार्टन खोनर्स, डाकखर झमरीतलाया, जिला हजारीबाग के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, संदर्भ में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, न. 2 धनबाद के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 23-5-89 को प्राप्त हुआ था।

New Delhi the 31st May, 1989

S.O. 1403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M's. Chatturam Darshanram, Mica Mine Owner, P.O. Jhumritelaia, Distt. Hazaribagh and their workman, which was received by the Central Government on the 23-5-1989.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT

DHANBAD

Reference No. 48 of 1987

In the matter of an industrial dispute under Section  
10(1)(d) of the I.D. Act, 1947

#### PARTIES :

Employers in relation to the management of Chatturam Darshanram Mica Mine Owners, P.O. Jhumritelaia, Distt. Hazaribagh and their workmen.

#### APPEARANCES :

On behalf of the workmen : Shri D. N. Singh, Union Representative.

On behalf of the employers : Shri S. Rana, Management's representative.

STATE : Bihar. INDUSTRY : Mica

Dated, Dhanbad, the 16th May, 1989

#### AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section

10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-16(1)/86-Con. II'D. III(B) dated, the 6th January, 1987

#### SCHEDULE

"Whether the action of the management of M's. Chatturam Darshanram Mica Mine Owners, P.O. Jhumritelaia, Distt. Hazaribagh in terminating the services of Shri Kunj Lal Barhi, Carpenter of Sethwa No. 2 Mica Mine is legal and justified? If not, to what relief is the concerned workman entitled?"

The workmen filed their W.S. but the management had not filed their Written statement inspite of several adjournment. However a petition was filed stating that the dispute was settled mutually between the management and the workmen on 21-2-89 and as such further proceeding in the case be dropped. As the parties have settled their dispute outside the Tribunal I do not intend to further proceed in the reference, further proceeding in the case is dropped as prayed by them and a 'No dispute' Award is accordingly passed.

T. N. SINHA, Presiding Officer  
[No. L-16(1)/86-Con.II'D.III(B)]

नई दिल्ली, 1 जून 1989

का. प्रा. 1404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैगर्स छट्टराम दर्शनराम, डाकखर झमरीतलाया, जिला हजारीबाग के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, संदर्भ में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, न. 2, धनबाद के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 22-5-89 के प्राप्त हुआ था।

New Delhi, the 1st June, 1989

S.O. 1404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M's. Chatturam Darshanram, P.O. Jhumritelaia, Distt. Hazaribagh and their workmen, which was received by the Central Government on the 22-5-89.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT  
DHANBAD

Reference No. 50 of 1987

In the matter of an Industrial dispute under section  
10(1)(d) of the I.D. Act, 1947

#### PARTIES:

Employers in relation to the management of M's. Chatturam Darshanram Jhumritelaia, Distt. Hazaribagh and their workman.



## APPEARANCES:

On behalf of the workmen : Shri D. N. Singh,  
Hony. General Secretary, Metalliferous  
Mine Workers Association.

On behalf of the employers : Shri D. N. Bhadani, Partner.

STATE : Bihar. INDUSTRY : Mica.

Dated, Dhanbad, the 12th May, 1989

## AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-28012/6/85-D.III(B) dated, the 14th January, 1987.

## SCHEDULE

"Whether the action of the management of Sethwa No. 2 Mica Mines of M/s. Chatturam Darshanram P.O. Jhumritelaiya, Distt. Hazaribagh in denying resumption of duty to Shri Dayal Hari Biswas in disregard to the provisions of section 25F of the Industrial Dispute Act, 1947 is legal and justified? If not, to what relief is the concerned workman Shri Dayal Hari Biswas entitled?"

The workmen filed their W.S. but the management did not file W.S. in this case. On 12-4-1989 the parties filed a petition before the Tribunal with a prayer to drop the further proceeding in the case as they have mutually settled their dispute and now there is no dispute pending between them. The said petition is signed by Shri D. N. Bhadani representing the employer M/s. Chatturam Darshanram and it is signed by Shri N. Singh representing the union. Heard both the parties on the said petition and I am satisfied that they have settled the dispute outside the Tribunal and now there is no dispute pending between them. As such further proceeding in the case is dropped as prayed for by them and a "No dispute" Award is accordingly passed.

I. N. SINHA, Presiding Officer

[No. L-28012/6/85-D.III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 31 मई, 1989

का. आ. 1405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व मैमर्स ई. सी. निम. की मिथानी कोलियरी के प्रबंधन के सम्बन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रार्थना करने है, जो केन्द्रीय सरकार को 22-5-89 को प्राप्त हुआ था।

New Delhi, the 31st May, 1989

S.O. 1405.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the Mana-

gement of Methani Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 22nd May, 1989.

## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 1 of 1986

## PARTIES :

Employers in relation to the management of Methani Colliery of M/s. E.C. Ltd.

## AND

Their workmen.

## APPEARANCES:

On behalf of employer : Mr. B. N. Lala, Advocate.

On behalf of workmen : None.

STATE : West Bengal. INDUSTRY : Coal.

## AWARD

By Order No. L-19012(32)/85-D.IV(B) dated 27th December, 1985, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of Methani Colliery of M/s. Eastern Coalfields Ltd., P.O. Sitarampur, Dist. Burdwan in not paying the salary and other benefits to Shri Shyamraj Jaiswara, Mining Sirdar of Methani Colliery for the period from 1-7-1984 to 20-9-1984 is justified? If not, to what relief the workman is entitled?"

2. When the case is called out today, Mr. B.N. Lala appears for the management but neither the workman nor the union appears inspite of the receipt of the notice issued under the orders dated 5-12-1988 and 27-2-1989. Under the order dated 27-2-1989 the direction was given that if the workman or the union failed to appear and file the written statement in the matter, the matter would be taken-up in their absence. Inspite of the said order neither the union nor the workman have appeared and filed the written statement. In the circumstances it appears that the workman or the union is not interested to proceed with the present reference. Such being the position, I have no other alternative but to pass a "No Dispute Award" and accordingly a "No Dispute Award" is passed.

This is my Award.

Dated, Calcutta,

The 10th May, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer  
[No. L-19012/32/85-D.IV(B)]

का. आ. 1406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व मैमर्स ई. सी. निम. की धण्डाडीह (ओ सी पी) मैमर्स ई. सी. निम. के प्रबंधन के सम्बन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रार्थना करने है, जो केन्द्रीय सरकार को 18-5-89 को प्राप्त हुआ था।

S.O. 1406.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Dhandadih OCP of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on 18th May, 1989.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 42 of 1988

#### PARTIES :

Employers in relation to the management of  
Dhandadih OCP of M/s. E.C. Ltd., P.O.  
Dhandadih, Distt. Burdwan.

#### AND

Their workmen.

#### APPEARANCES :

On behalf of employer.—Mr. P. Banerjee, Advocate, with Mr. B.K. Roy, Senior Personnel Officer.

On behalf of workman.—Mr. P.K. Goswami, Advocate.

STATE : West Bengal.

INDUSTRY : Coal.

#### AWARD

By Order No. L-19012(107)/86-D.(B) dated 22nd April, 1987, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Management Dhandadih OCP of M/s. E.C. Ltd. P.O. Dhandadih, District Burdwan in dismissing Sri Md. Ibrahim, General Mazdoor w.e.f. 6-3-85, is justified? If not, to what relief the concerned workman is entitled?”

2. The case as made out by the workman in the written statement is briefly as follows : The workman concerned Md. Ibrahim was the permanent workman of Dhandadih OCP from 28-12-1981 being on transfer from Ratibati Colliery by letter dated 28-12-1981 from Senior Administrative Officer M.T.I. Ratibati to Senior Executive Engineer Dhandadih OCP. The Last Pay Certificate (LPC in brief) of the workman concerned signed by the Manager was also forwarded along with the letter of transfer. Since such transfer, the workman concerned was working in Dhandadih OCP after receiving OCP training. The General Manager however charge-sheeted the concerned workman on 22-23-8-1984 for the alleged misconduct of producing forged LPC and the letter and dismissed the concerned workman after getting the domestic enquiry held on the said charge-sheet. The management however did not examine the concerned officers under whose signatures the alleged forged letter and the LPC were issued. The copies of the alleged for-

ged documents were also not furnished to the concerned workman inspite of his demand for the same. The Enquiry Officer recorded the statement of the employer's representative Mr. P.K. Banerjee as employer's witness, although he being the Welfare Officer was the Presiding Officer on behalf of the management in the domestic enquiry. The report of the Enquiry Officer finding the workman concerned guilty of the charge was not based on any legal evidence. The management accordingly was not justified in dismissing the concerned workman on such perverse report. The concerned workman accordingly raised the dispute upon his dismissal before the Conciliation Officer and his failure report resulted in the present reference. The concerned workman has prayed for his reinstatement to the service with all consequential relief.

3. The management in their written statement has contended inter alia that the concerned workman got himself enrolled as General Mazdoor in Dhandadih OCP on production of forged letter of transfer and the forged LPC in respect of himself, purported to have been issued by the authority of Ratibati Colliery. After a few years of service in Dhandadih OCP a suspicion arose from the C.M.P.F. Member contained in the LPC of the concerned workman and the Welfare Officer of Dhandadih OCP was sent to Ratibati Colliery for making necessary investigation with regard to the property of the letter of transfer and the LPC of the concerned workman. The Welfare Officer after his investigation found that the letter of transfer and the LPC were not genuine and that they were manufactured after forging the signatures of the concerned officers who appear to have signed the said documents. The General Manager of the Dhandadih OCP then issued the charge-sheet against the concerned workman and got the charge-sheet inquired through the Enquiry Officer appointed for the purpose. The Enquiry Officer completed the domestic enquiry and submitted his report finding the concerned workman guilty of the charge. The General Manager accepted the report of the Enquiry Officer on the consideration of the materials disclosed in the domestic enquiry and dismissed the concerned workman with effect from 6-3-1985.

4. This Tribunal by its order dated 3-5-1989 found that the domestic enquiry as held by the Enquiry Officer against the concerned workman upon the charge-sheet Ext M-1 for the alleged misconduct, was valid. The Tribunal accordingly heard the case on merit.

5. Mr. Goswami appearing for the concerned workman has submitted that the management hopelessly failed in proving before the Enquiry Officer that the concerned letter of transfer and the LPC of the workman were forged documents, which are the subject matter of the charge-sheet. The alleged offending documents namely the LPC and the letter of transfer were produced before the Enquiry Officer and they are in the proceedings of the domestic enquiry. The LPC is of 3-11-1981 and the letter of transfer is dated 28-12-1981.

6. The management examined its Welfare Officer P. K. Banerjee as the witness in the domestic enquiry. Mention may be made here that Mr. P. K. Banerjee was the Presiding Officer in the domestic enquiry on behalf of the management. No other witness was examined by the management not to speak of the alleged signatories of the offending documents in question. Mr. P.K. Banerjee however in his evidence has stated that he ascertained from the concerned officers whose alleged signatures appear in the offending documents in question that they did not sign the said documents and that they did not send the same to the Dhandadhi OCP. This evidence of Mr. P.K. Banerjee is nothing but hearsay evidence. There is no dispute to the fact and the same has been revealed at the time of argument that the concerned officers whose alleged signatures appear on the offending documents in question are still alive. Curiously enough the management has not examined the signatories of the offending documents in question before the Enquiry Officer. They were the best competent persons to say before the Enquiry Officer whether they signed the alleged offending documents. The management however did not examine them and rested satisfied with the evidence of Mr. P. K. Banerjee who was not only the Welfare Officer of the employer—Company but also the Presiding Officer in the domestic enquiry on behalf of the management Mr. P. K. Banerjee has no doubt stated in his evidence that he made the investigation on the alleged offending documents and found that the signatures on the said documents were forged. Mr. P. K. Banerjee in his evidence has however not stated whether he submitted any report to the General Manager after completion of his investigation. The management has not produced any report of Mr. P. K. Banerjee about the result of such investigation before the Enquiry Officer. Be that as it may, the evidence of Mr. P. K. Banerjee with regard to the author of the signatures on the offending documents in question is the hearsay evidence and accordingly it was not the legal evidence before the Enquiry Officer. The concerned workman has stated in his evidence before the Enquiry Officer that he did not forge the aforesaid documents and that the said documents were sent by appropriate authority of the Ratibaiti Colliery to the Dhandadhi OCP in the official course of business.

7. The Enquiry Officer however on the basis of the hearsay evidence of Mr. P. K. Banerjee has arrived at the finding that the documents in question namely the LPC and the letter of transfer were forged documents and that the same were produced by the concerned workman without getting the evidence of the officers concerned whose signatures appear in the documents in question and without getting any other reliable evidence to the effect that the said documents were produced by the concerned workman himself.

8. In view of what has been discussed above on re-appraisal of the evidence before the Enquiry Officer I find that the materials in the proceedings of the domestic enquiry did not establish the charge of misconduct levelled against the concerned workman. The employer Company therefore was not justified in dis-

missing the concerned workman on the basis of the report of the Enquiry Officer which has been found to be not based on legal and sufficient evidence.

9. In the result the order of dismissal upon the concerned workman is set aside. The employer shall re-instate the concerned workman to the service with all back wages.

This is my Award

Dated, Calcutta.

The 8th May, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer

[No. L-19012/107/86-D.IV(B)]

का. या. 1107.—आयोगिक विवाद अधिनियम, 1947 (1947 का का. 11) की धारा 17 के अनुसूचन में केन्द्रीय सरकार या भारतीय आयोग नियम, चण्डीगढ़ के प्रशासन के सम्बन्ध में उनके कर्मचारियों के बीच अनुसूचन में निर्दिष्ट आयोगिक विवाद में केन्द्रीय सरकार या आयोगिक अधिनियम, चण्डीगढ़ के पंचपट को प्रकाशित करना है, जो केन्द्रीय सरकार को 19-5-89 को प्राप्त हुआ था।

S.O. 1407.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Food Corporation of India and their workmen, which was received by the Central Government on 19th May, 1989.

#### ANNEXURE

BEFORE SHRI M. S. MAGRO, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

CHANDIGARH

Case No. I.D. 79/87

#### PARTIES :

Employers in relation to the management of Food Corporation of India, Punjab Region Chandigarh.

AND

Their workmen : Jaswant Singh Saini.

#### APPEARANCES :

For the workman : Shri P. K. Singla.

For the management : Shri N. K. Zakhmi.

INDUSTRY : FCI

STATE : Punjab.

#### AWARD

Dated : 15th May, 1989

On a dispute raised by Shri Jaswant Singh Saini against Food Corporation of India (hereinafter referred to as FCI) Central Government had vide No. L-42012/144/86-D.II(B) dated 21st August, 1987 referred the following industrial dispute to this Tribunal for decision:

“Whether the action of the management of Food Corporation of India, Chandigarh in dismissing Shri Jaswant Singh Saini from service is

legal and justified? If not, to what relief the workmen entitled?"

2. Case of the workman Jaswant Singh Saini as set out in the claim statement is that he was employed in the FCI as messenger in the year 1973. He was promoted to the post of dusting operator in the year 1983. Petitioner who is a protected workman pursued study through correspondence course through private institution Marri Gold Public School Patiala and took his matriculation examination at examination centre Khalsa Sewak Jatha High School Anardana Chowk Patiala. Thereafter he applied to the management for adding his qualification for the purpose of fixation of his seniority in the Zonal Seniority List. Subsequently he learnt from the news report about the arrest of Principal of Marri Gold Public School in the case of issuance of false bogus certificates. On this informed District Manager FCI Hoshiarpur about the news item relating to issue of bogus certificates and requested for an inquiry before addition of his qualification for purpose of fixation of Zonal Seniority List. It is mentioned that consequent to confirmation by the management from the Central Board of Secondary Education New Delhi that certificate given by the petitioner was bogus, the management charged sheeted management from the Central Board of Secondary Education the petitioner and held an inquiry against him resulting into the dismissal of the petitioner. He assailed the dismissal on the following grounds:

- (a) The workman had not availed any benefit on the basis of the certificate in question and hence he can not be punished under Section 31 & 32 of FCI Staff Regulation.
- (b) Copy of the inquiry report and show cause notice were not served upon the workman before issue of the dismissal order.
- (c) Punishing authority in case of dusting operator is Regional Manager/Senior Regional Manager and the dismissal order passed by the lower authority i.e. District Manager.
- (d) That there is clear discrimination in as much as some other employees Sarv/Shri Rattan Chand, Sohan Lal, Chanan Singh, Amar Chand who also admitted bogus matriculation certificates were awarded lesser punishment of stoppage of increment and reversion to lower posts.
- (e) That there is violation of section 23 of I.D. Act in as much as petitioner Jaswant Singh Saini was a protected workman and permission of the competent authority had not been taken before passing the dismissal order against him.

3. In its answer filed the management took plea that petitioner was dismissed from service as the charges against him had been fully proved in domestic inquiry. It is mentioned that workman took up the matter of false certificates with the management through a letter which was received on 13-8-1984 only when he came to know that department had written to Central Board of Secondary Education for confirmation of genuineness of the certificates submit-

ted by the petitioner. The said Board informed the FCI that it had not conducted any matriculation examination in the year 1982-83. In reply to workman's plea that no show cause notice was served upon him before dismissal of service, it is pleaded that the petitioner was covered by the FCI Staff Regulations 1971 which do not envisage for the issue of show cause notice before the imposition of penalty of dismissal from service. That the delinquent workman had with fraudulent intention submitted bogus certificate for getting service benefits which otherwise were not available to him in as much as had the bogus certificate scandal not been detected, the delinquent workmen would have been promoted to class III. The management contends that District Manager FCI had jurisdiction authority to pass any punishment upon class IV employees as per circular No. EP8(1)/84 dated 6-1-1986 of delegation of powers and that the services of the workman were dismissed after holding inquiry in accordance with the FCI Staff Regulation 1971. As regards plea of the petitioner about his being protected workman it is pleaded that services of the workman were dismissed on 11-2-1986 whereas he was declared as protected workman by Asstt. Labour Commissioner (Central) Jammu through his order dated 1-6-1986 which are illegal and without jurisdiction.

4. The parties were afforded opportunity to lead evidence and they availed the same. Jaswant Singh Saini workman filed his affidavit Ext. W1 reiterating the allegations made in the statement of claim. He also filed documents Ex. W2 to W32 which are mainly photocopies of the proceedings before the inquiry officer. During his cross-examination he admitted that he had produced matriculation certificate along with representation for inclusion of his name in the Zonal Seniority List. He also admitted that he had appeared before the inquiry officer on every date of inquiry. In rebuttal the management filed affidavit Ex. M1 of Baldev Singh District Manager Hoshiarpur. He made statement that three other workers were also penalised with dismissal being identical case. The management also tendered in evidence documents Ex. M2 to M34 relating to the case.

At the stage of arguments learned representative of the workman has not assailed the domestic inquiry report given or competency of the disciplinary authority to award punishment. He submits that he has no arguments to make against the inquiry proceedings and his only objection is regarding discrimination shown qua the petitioner in as much as while the petitioner has been dismissed from service for submitting bogus matriculation certificate, but other employees who had also in the proximity of the same time submitted bogus certificates seeking same benefits, have been awarded lesser punishment. In this respect he has drawn my attention to letter dated 17-8-84 from Asstt. Secretary Central Board of Secondary Education New Delhi whereby he informed the Security Officer Hoshiarpur that no matriculation examination was held by Central Board of Secondary Education in 1982-83 and Rattan Chand, Sohan Lal, Amar Singh and Jaswant Singh had submitted bogus certificates. He has also referred me to copy Ex. W2 of final order of punishment dated 31-10-1985 passed by Gurdas Ram District Manager FCI Hoshiarpur in-

posing a penalty of reduction of lower time scale of Rattan Chand as watchman. He also referred me to Copy Ex. W43 which shows that on reconsideration the order of dismissal of Rattan Chand from service was withdrawn and penalty previously imposed was resorted. Representative of the workman contends that when in an identical case another dusting operator Rattan Chand has been awarded punishment of reduction in rank, the order of dismissal in respect of Jaswant Singh Saini suffer from vice of arbitrariness. In support of his argument has placed reliance on case Shingara Singh and others Vs. The State of Punjab and others 1984 S.C. 1499. In the said case, Punjab Govt. had dismissed 1100 constables for taking part in an agitation. Out of 1100 constables, as much as 1000 had been re-instated and the rest were left to fend for themselves. In a matter arising out of writ brought out by those who were thus weeded out the Supreme Court had been pleaded to observe that there was no justification in treating the appellants differently without pointing out how they are guilty of more serious misconduct or the degree of indiscipline in their case was higher than compared to those who were reinstated. On facts it was held that the treatment meted to the appellants suffers from the vice of arbitrariness and Article 14 forbids any arbitrary action which tantamounts to denial of equality as granted by Article 14 of the constitution. In the case in hand Jaswant Singh Saini Dusting Operator was ordered to be dismissed from service by Shri Gurdas Ram District Manager F.C.I. Hosiarpur through his order dated 11-12-1986, but on identical facts Shri Gurdas Ram District Manager F.C.I. Hosiarpur exercising powers as disciplinary authority had awarded lesser punishment vide his order dated 31-10-1985 to Rattan Chand, Dusting Operator for similar act of submitting bogus matriculation certificate for having passed the similar examination in the year 1982-83, as also falsely claimed by Jaswant Singh Saini present petitioner. In view of the ratio of case of Sengara Singh 1984 S.C. 1499 referred above, both Rattan Chand and Jaswant Singh Saini deserve to be put in the same bracket. The reference is returned with the findings that action of the management of F.C.I. Chandigarh in dismissing Shri Jaswant Singh Saini from service is illegal and unjustified as it suffers from vice of arbitrariness. Jaswant Singh Saini Dusting Operator is only liable penalty of reduction to lower time scale of messenger for a period of five years. The order of dismissal is set aside. Services of the petitioner should be treated as continuous and the period between the date of the dismissal and the reinstatement shall be treated as leave if available and admissible or leave without pay if leave of any kind is not available. To the extent he is treated on leave available he shall be paid leave salary of messenger. Chandigarh.

M. S. NAGRA, Presiding Officer

[No. L-42012/144/86-11(B) IR(C-II)]

श्रीमान— वनराज के प्रबन्धन के सम्बन्ध निर्यातको धीरे, उनके वर्ग-कारों के बीच, सम्बन्ध में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार प्रोद्योगिकी अधिकरण कानपुरा के संलग्न को प्रकाशित करने है, जो केन्द्रीय सरकार को 18-5-89 को प्राप्त हुआ था।

S.O. —In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of M/s. Patliputra Transporters & Contractors, Bastocolla, P.O. Dhansar, Distt. Dhanbad and their workmen, which was received by the Central Government on the 18th May, 1989.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 80 of 1986

#### PARTIES :

Employers in relation to the management of M/s. Patliputra Transporters & Contractors, Bastacolla, P.O. Dhansar, District Dhanbad (Bihar); Contractor, Bhajudih Coal Washery P.O. Santaldih Dist. Purulia (W.B.).

AND

Their workmen.

#### PRESENT :

Mr. Justice Sukumar Chakravarty- Presiding Officer.

#### APPEARANCES :

On behalf of employers - Mr. T.R. Sen, one of the Proprietor.

On behalf of workmen.—Mr. Anil Das Chowdhury, Advocate.

STATE : West Bengal INDUSTRY : Coal.

#### AWARD

By Order No. L 19012/49/86-D.IV(B) dated 13th November, 1986, the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of M/s. Patliputra Transporters & Contractors Bastacolla, P.O. Dhansar, Distt. Dhanbad (Bihar) Contractor, Bhajudih Coal Washery, P.O. Santaldih, Dist. Purulia (W.B.).

(i) in dismissing the two workmen namely S/Shri Samsuddin Ansari and Ratan Roy from their services w.e.f. 25-11-85.

(ii) in not paying full wages to S/Shri Bikash Chakrabarty, Ramjan Ansari and Arun Bouri for the period of their suspension w.e.f. 13-4-85 to 15-11-85 and also keeping them under suspension without wages from 16-11-1985 to 30-11-85 though the workmen were asked to resume duty on 26-11-85.

is justified? If not, to what relief the workmen concerned are entitled?"

2. When the case is called out today, both parties appear and file a Joint Petition of Compromise duly signed by the parties. They pray for an Award in terms of the Joint petition of Compromise. Considered the said Joint Petition of Compromise as well as the submission of the parties. The terms of the Joint Petition of Compromise appear to be fair, reasonable and in the interest of the parties. I therefore, accept the same and pass an 'Award' in terms of the said Joint Petition of Compromise which do form part of this Award as Annexure—'A'.

This is my Award,  
Dated, Calcutta.  
The 2nd May, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer  
(No. L-19012(49)/86-D.IV.B)  
R. K. GUPTA, Desk Officer

#### ANNEXURE A

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CALCUTTA

Reference No. 80 of 1986

In the matter of an Industrial dispute :

#### BETWEEN

The Employer in relation to the Management of M/s. Patliputra Transporters and Contractors, Patna-colla, P.O. Dhansar, Distt. Dhanbad, Bihar,

#### AND

Their workmen represented by the General Secretary, Hindustan Steel Coal Washeries Employees' Union, Bhojudih Coal Washery, P.O. Santaldin Distt. Purulia (West Bengal).

#### JOINT PETITION OF THE PARTIES

The dispute in the above reference has been amicably settled between the parties on the following terms :—

- (1) That S/Shri Ratan Roy and Samsuddin Ansari, the workmen concerned in the dispute will be re-instated in service w.e.f. the date they join.
- (2) That the period from their date of dismissal, namely, 25-11-1985 till the date they join will be treated as if they were on leave without wages for the purpose of continuity of their services only.
- (3) That the workmen should report for duties within 15 days from the date of this agreement, failing which their dismissal will stand.
- (4) That the employers has agreed to pay a sum of Rs. 2,000 (Rupees Two Thousand only) to each of the

2 (two) workmen Ratan Roy and Samsuddin Ansari as an exgratia payment.

(5) That the parties will bear their own respective cost of the proceedings.

(6) That the above terms finally resolves the dispute pending before this honourable Tribunal.

It is therefore, humbly prayed that the above reference may kindly be disposed of and an award be passed in terms aforesaid.

Sd/-

For the Employers :

Sd/-

For the Union :

Dated : 2nd May, 1989.

नई दिल्ली, 2 जून, 1989

का. घा. 1409—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्रम मंत्रालय के अध्वर सचिव, श्री जे. पी. शुक्ला को 5 जून से 7 जून, 1989 की अवधि के लिए उत्प्रवास संरक्षी का कार्यालय, मद्रास में उत्प्रवास संरक्षी, मद्रास के सभी कार्य को करने के लिए प्राधिकृत करती है।

[सं. ए-22012/1/89 उत्प्रवास]

New Delhi, the 2nd June, 1989

S.O. 1409.—In exercise of the powers conferred by Section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby authorises Shri J. P. Shukla, Under Secretary, Ministry of Labour to perform all functions of Protector of Emigrants Madras in the office of the Protector of Emigrants, Madras during the period from 5th June to 7th June, 1989.

[No. A-22012/1/89-Emig]

का. घा. 1410—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्रम मंत्रालय के अनुभाग अधिकारी, श्री वी. एस. ए. एस. राजू, को 8 जून से 30 जून, 1989 की अवधि के दौरान उत्प्रवास संरक्षी के कार्यालय, मद्रास में उत्प्रवास संरक्षी मद्रास के सभी कार्य को करने के लिए प्राधिकृत करती है।

[सं. ए-22012/1/89 उत्प्रवास]

एस सी. शर्मा, अध्वर सचिव

S.O. 1410. In exercise of the powers conferred by Section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby authorises Shri V. S. A. S. P. Raju, Section Officer, Ministry of Labour to perform all functions of Protector of Emigrants, Madras in the office of the Protector of Emigrants, Madras during the period from 8th June to 30th June, 1989.

[No. A-22012/1/89-Fmig.]

S.C. SHARMA, Under Secy